

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, July 18, 2000
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes (6/20/00 / 7/6/00 & 7/11/00)
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 2000-11, "AN ORDINANCE AUTHORIZING A SUBLEASE BETWEEN OCONEE MEMORIAL HOSPITAL, INC. AND AOR REAL ESTATE, INC."
5. Third & Final Reading of Ordinance 2000-11 (Titled Above)
6. Presentation of Plaque Honoring the Late Herb Hosea – Mr. Charles R. Timms, Council Member
7. Public Comment Session (Not to exceed thirty minutes)
8. Discussion Regarding Oconee County Courthouse Plans – The Honorable Jean Hoefer Toal, Chief Justice, SC Supreme Court
9. Consideration of Recommendation Regarding Courthouse – Mr. J. Harold Thomas, Chair, Purchasing, Contracting, Real Estate, Building & Grounds Committee
10. Discussion Regarding Plans for Oconee Community Theater – Mr. Jonathon Houston
11. First Reading of Ordinance 2000-09, "AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS" – Mr. Art Holbrooks, Planner
12. Consideration of Acceptance of Solid Waste Management Grant in the Amount of \$2,563.00 – Mrs. Melissa Brown, Grants Coordinator
13. Discussion & Possible Action Regarding Funds for Maintenance Personnel at Airport – Mr. Marion Lyles, Airport Manager

14. Consideration of Approval of Change Order for Road Department – Mr. Jon Caimo, County Engineer
15. Consideration of Acceptance of Proposal to Develop Comprehensive, Long-Range Plan for Fall Creek and Keowee Town Parks – Mr. Jon Caimo, County Engineer
16. Consideration of Bids for Financial Audit of County Records – Mrs. Phyllis Lombard, Finance Director & Ms. Marianne Dillard, Procurement Director
17. Consideration of Bids for Food at Law Enforcement Center – Captain Terry Wilson & Ms. Marianne Dillard, Procurement Director
18. Consideration of Bids for Pumper Trucks – Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Procurement Director
19. Discussion & Possible Action Regarding Funds for Lease/Purchase of Tankers for Rural Fire – Mr. Tim Hall, III, Council Member
20. Second Reading of Ordinance 2000-10, “AN ORDINANCE SETTING FORTH ROCK PRICES AT THE OCONEE COUNTY ROCK CRUSHER”
21. Second Reading of Ordinance 2000-06, “OCONEE COUNTY ORGANIZATIONAL ORDINANCE”
22. Discussion & Possible Action Regarding Proposed Addition to Lila Doyle Facility – Mrs. Ann Hughes, Council Member
23. Old Business
24. New Business
25. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk .

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, July 18, 2000 at 1:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing Lunney Museum, the Courthouse, the house at the airport and other building needs as necessary.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, July 18, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and Memminger W. Wiggins, Acting County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio, Journal/Tribune.

Members of the press present: Dick Mangrum – WGOG Radio, Dave Williams – Anderson Independent, & Katherine Hunter –Journal/Tribune.

Call to Order:

The meeting was called to order by Vice Chairman Hamilton who conducted the meeting in Supervisor-Chairman Orr's absence.

Invocation:

The invocation was given by Mr. Thomas.

Public Hearing (Ordinance 2000-11):

There was a public hearing to receive written and/or oral comments regarding Ordinance 2000-11, "AN ORDINANCE AUTHORIZING A SUB-LEASE BETWEEN OCONEE MEMORIAL HOSPITAL, INC. AND AOR REAL ESTATE, INC."

There was no one present with either written and/or oral comments regarding this ordinance.

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 2 – 1 (Mrs. Hughes voting for, Mr. Timms voting against & Mr. Hamilton breaking the tie by voting in the affirmative) that Ordinance 2000-11 (titled above) be adopted on third and final reading. Mr. Thomas & Mr. Hall did not participate in this action as they are Hospital Board Members.

Plaque Presentation:

Mr. Timms presented a plaque in memory of the late Herb Hosea to his family.

Minutes:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that the minutes of the regular meeting held June 20, 2000, the special meeting held July 6, 2000 and the special meeting held July 11, 2000 be adopted as printed.

Open Session:

Mr. Steven Ancona informed Council he agreed with the general intent of Ordinance 2000-09, "AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS", however he did not agree with the details. He asked Council to keep it on an information level at this time and consider limiting it to lake communities for a one-year test period.

Mr. B. J. Littleton expressed concerns regarding parking spaces in the courthouse proposal to be presented to Council.

Courthouse:

Mr. Julian Stoudemire, Courthouse Committee Member, recognized the members of the committee who worked on a proposal to present to Council. Mr. Stoudemire also informed Council that among those in attendance at the meeting were Judge Alexander Macaulay, Judge Dean Hall and Judge Timothy Cain.

Mr. Stoudemire then introduced The Honorable Jean Hoefler Toal, Chief Justice, SC Supreme Court to Council.

The Honorable Judge Toal complimented Council on their foresight to plan for a building that would serve the county for a number of years. She also stated she would be Oconee County's advocate with the state to help secure state funding which she hopes will be used for technological improvements and further, she hopes for direct appropriations on an annual basis.

Courthouse Continued:

Mr. Thomas, Chairman, Purchasing, Contracting, Real Estate, Building & Grounds Committee informed Council it was the recommendation of the committee that plan 3C excluding disposition of the Rock Building at this time be adopted and sent to the Budget & Finance Committee to discuss funding. This recommendation was adopted 4 – 0.

Oconee Community Theater:

Ms. Lynn Hammett, Mr. Ron Osborne & Mr. Jonathon Houston addressed Council regarding the Oconee Community Theater. They informed Council it was the decision of the Board that it was not in the best interest of the theater to pay \$35,000 annually for 1200 hours of use of the building. Further, they explained to Council there was no split with the City of Seneca and there were no hard feelings between the theater and the City of Seneca. However, they did inform Council they were about \$1,000,000 short of their funding goal. It is their desire to construct a building on the Townville Street site as was proposed some time ago.

Ordinance 2000-09:

Mr. Thomas made a motion that Ordinance 2000-09, "AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS" be referred back to Council for further study. However, this motion died for lack of a second.

Mr. Timms made a motion, seconded by Mr. Hall, approved 3 – 1 (Mr. Thomas voting against) that Ordinance 2000-09 (titled above) be adopted on first reading.

Solid Waste Grant:

Upon recommendation of Mrs. Melissa Brown, Grants Coordinator, Mr. Timms made a motion, seconded by Mr. Thomas, approved 4 – 0 that the attached Solid Waste Management Grant in the amount of \$2,563 be adopted.

Airport:

Mr. Marion Lyles, Airport Director, addressed Council regarding the hiring of aircraft maintenance personnel. Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that this matter be referred to the Personnel & Intergovernmental Committee. (See attachments)

Change Order for Road Department:

Upon recommendation of Mr. Jon Caime, County Engineer, Mr. Thomas made a motion, seconded by Mr. Timms, approved 4 – 0 that the attached change order to Hubbard's paving contract in the amount of \$3,217.52 be adopted with funding coming from the 2000-01 budget funds.

Fall Creek & Town Creek Landing Parks Proposal:

Upon recommendation of Mr. Jon Caime, County Engineer, Mrs. Hughes made a motion, seconded by Mr. Timms, approved 4 – 0 that the attached proposal for a comprehensive, long range plan for parks and trails in the Fall Creek and Keowee Town access areas on Lake Keowee be adopted.

County Auditing:

Upon recommendation of Mrs. Phyllis Lombard, Finance Director & Ms. Marianne Dillard, Purchasing Agent, Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that the contract for auditing of county records with Byerley & Payne be renewed at cost of \$26,500 plus up to \$75.00 per hour for work performed outside the contract. (See attached renewal)

Food for LEC:

Upon recommendation of Ms. Dillard, Mr. Hall made a motion, seconded by Mr. Timms, approved 4 – 0 that the bid for certain food items at the Law Enforcement Center be awarded to PYA/Monarch who was low bid at \$56,530.39 for one year with option to renew for four additional years. (See attached bid sheet)

Rural Fire:

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that the bid for two fire trucks be awarded to Quality Manufacturing at a cost of \$255,501 each for a total of \$511,002. (See attached bid sheet)

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the Procurement Director and the Finance Director work with Bond Counsel to formulate the lease/purchase bids for ten tankers for Rural Fire.

Ordinance 2000-12:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Ordinance 2000-12, “SUPPLEMENTAL APPROPRIATION ORDINANCE” transferring \$100,000 from line item 010 024 00150 09001 into line item 010 005 00150 05871 be adopted on first reading in title only.

Ordinance 2000-10:

Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that Ordinance 2000-10, “AN ORDINANCE SETTING FORTH ROCK PRICES AT THE OCONEE COUNTY ROCK CRUSHER” be adopted on second reading.

Ordinance 2000-06:

Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that Ordinance 2000-06, “OCONEE COUNTY ORGANIZATIONAL ORDINANCE” be adopted on second reading.

Lila Doyle:

Mr. Marshall Parker addressed Council regarding the proposed Lila Doyle expansion in which he stated he had doubts that the county could do the courthouse and Lila Doyle within the bonded debt limit of the county, he urged Council to make Lila Doyle its number one priority.

Ordinance 2000-13:

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 2 – 0 that Ordinance 2000-13, “AN ORDINANCE TO FUND THE REQUESTED EXPANSION TO THE LILA DOYLE NURSING CARE FACILITY REQUESTED BY THE OCONEE MEMORIAL HOSPITAL AND THAT THE FUNDING COME FROM GENERAL OBLIGATION BONDS TO BE APPROVED BY REFERENDUM” be adopted on first reading in title only. Mr. Thomas & Mr. Hall did not participate in this action as they are Hospital Board Members.

Resolution 2000-11:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that Resolution 2000-11, “A RESOLUTION COMMEMORATING THE FIFTIETH ANNIVERSARY OF THE KOREAN WAR” be ratified.

Waterfest:

Mr. Hamilton assigned to the Law Enforcement, Safety, Health Welfare & Services Committee the need to have a joint meeting of representatives from the Department of Natural Resources, the Sheriff's Department, the South Cove Park Director and other interested persons to discuss campground issues during the waterfest.

Library Board Resignation:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Ms. Carol Gregg's resignation as a member of the Oconee County Library Board be accepted and she be sent a letter of appreciation.

Seneca Health Clinic:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Mr. Orr consult with the School District to determine if they will maintain the grounds at the Seneca Health Clinic and if not, have County Maintenance keep the grass cut.

Retirement (Contingency):

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 4 – 0 that \$2,216.94 be taken from contingency and paid to the SC Retirement System for an employee establishing non member service.

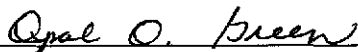
Clerk of Court (Contingency):

Mr. Timms made a motion, seconded by Mr. Thomas, approved 4 – 0 that \$874.40 be taken from contingency to pay an exempt employee's salary and fringe for working over the weekend to move records to the Pine Street Complex.

Adjourn:

Adjourn: 5:05 PM

Respectfully Submitted,



Opal O. Green
Council Clerk

FEDDER, WIGGINS, & NORTON, L.L.P.

ATTORNEYS AT LAW
339 BY-PASS 123
PO Box 595
Seneca, SC 29679

Telephone: (864) 888-8048
Fax: (864) 882-7182

Merringer E. Wiggins
Bradley A. Norton

W. J. Fedder (Of Counsel)

July 13, 2000

MEMO

TO: Oconee County Council Members
FROM: Bradley A. Norton
RE: Oconee County Council Meeting - July 18, 2000

Opal informed me that Council may receive a request from a private entity requesting that the County give them gravel for a road or walking trail or some other purpose. Opal asked me whether or not the County can legally do this, and based on my research, I believe that such a donation would violate the South Carolina Constitution. Under Article X, Section 11 of the South Carolina Constitution and the interpretation of this section by the Courts and the Attorney General, it is pretty clear that political subdivisions of the State, of which Oconee County is one, do not have the constitutional authority to pledge or loan to any private entity (whether for profit or non-profit), including religious or private education institutions, property of the County except as otherwise permitted by law. This has been interpreted by the Courts and the Attorney General to include tax revenues and other revenues of political subdivisions. By extension, the proceeds of the rock quarry would most likely be construed as being a credit of the County and therefore could not be donated to a private entity except under limited circumstances.

With regard to the sub-lease between Oconee Memorial Hospital, AOR Real Estate and the County, I requested that a couple of changes be made to the Sub-Lease which have been accepted by the other parties. AOR has agreed to these changes and they will be implemented in the final copy of the Lease. Specifically, these changes state that the property cannot be mortgaged without the consent of the County, and the title to the building will pass to the County at the end of the sub-lease. Also, the lease specifically states that AOR will be responsible for any taxes that arise during the lease term on the premises. Consequently, AOR should pay taxes on the building.

I understand that Marion Lyles is going to request funds for maintenance personnel at the Airport. I would suggest that we have COG give us information concerning the parameters of

Page 2

Memo to Oconee County Council Members

July 13, 2000

salary so that we are consistent throughout the County based on the information from COG. That consistency helps insulate us from potential lawsuits.

Finally, with regard to the Lila Doyle expansion, I have discussed the situation with Ham Hudson. We have still not been able to fully explore all the possibilities for the financing to determine what is best for the County and what is best for the hospital. I suggested, and Ham agreed, that the County ought to take action today concerning financing. The action that I believe the County ought to take is do an ordinance in title only to place the issue of financing the expansion of Lila Doyle on general obligation bonds and put it up for referendum. Ham is confident that such action by the County will allow the hospital to maintain the current certificate of need. From the County's standpoint, it gives us time to finalize the direction in which the County wishes to go. Such action will prejudice neither party but will assist the hospital in maintaining the certificate of need.

ORDINANCE 2000-11

AUTHORIZING A SUB-LEASE BETWEEN
OCONEE MEMORIAL HOSPITAL, INC. AND
AOR REAL ESTATE, INC..

THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, makes the following findings and determinations:

(a) Oconee County entered into an Indenture of Lease dated June 29, 1959 between Oconee County, South Carolina ("County"), and Oconee Memorial Hospital Association ("Association"), whereby the County leased to the Association certain real property on which was constructed certain hospital facilities.

(b) Oconee County has extended the lease referenced in (a) above with Oconee Memorial Hospital, Inc. as successor to Oconee Memorial Hospital Association ("The Hospital"), by a Second Amendment to Indenture of Lease. Said lease shall expire on June 1, 2050.

(c) The Hospital desires to enter into a Ground Lease Agreement with AOR Real Estate, Inc. for the construction of a medical building for physicians' offices and related medical tenancies, including a Radiation Therapy Component to be located at 131 Lila Doyle Drive, Seneca, SC 29672. The proposed site for this building is part of the real property being leased by the County to the Hospital. A copy of the proposed Ground Lease Agreement is attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

The County Council approves the Ground Lease Agreement attached hereto and authorizes the County Supervisor to sign said Agreement on behalf of the County.

ADOPTED AND APPROVED on first reading this _____ day of July, 2000 by a vote of _____ to _____.

Opal O. Green
Council Clerk

APPROVED

ADOPTED AND APPROVED on second reading this _____ day of July, 2000 by a vote of _____ to _____.

Opal O. Green
Council Clerk

APPROVED AND ADOPTED on third and final reading this _____ day
of July, 2000 by a vote of _____ to _____.

Harrison Orr
Supervisor - Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

MEMORANDUM OF
GROUND LEASE AGREEMENT

The Undersigned did, of the date herein, make, enter into and agree to be bound by the terms and conditions of a certain **GROUND LEASE AGREEMENT** (Agreement) upon real property situate in the State of South Carolina, County of Oconee, and hereinafter described, and desire to give notice of the existence of the Agreement between them and the duration of their terms;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned **OCONEE MEMORIAL HOSPITAL, INC.** as **SUB-LESSOR**, **OCONEE COUNTY**, as **OWNER**, and **AOR REAL ESTATE, INC.**, as **SUB-LESSEE**, do hereby acknowledge and agree as follows to wit:

I. PREMISES

The Premises which are the subject of this Agreement are more fully described upon **Exhibit A** attached hereto and incorporated herein by reference. This Agreement is made subject to any rights of way or easements heretofore granted and/or existing upon the Premises, together with such rights, reservations and restrictions as to use as may affect the same, but Sub-Lessor and Owner covenant to Sub-Lessee that there are no existing prohibitions or restrictions which might affect or deter the proposed use of the Premises by Sub-Lessee.

II. TERM

The term of the Agreement shall be for a period of fifty (50) years, that is, commencing on June 1, 2000, and ending on the same day of the 50th ensuing year thereafter with waiver of the rent until the earlier of May 19, 2001, or the date the new building on the Premises is occupied, provided, however, that the rental amount for any partial monthly period shall be pro rata amount of the normal monthly installment, which may effect the total amount received in any year in which there is a partial monthly period, and a like amount on a like date of each month thereafter, always in advance.

III. ADDRESSES

The mailing addresses of the respective parties to this Agreement as of the date of filing hereof are as follows:

As to Sub-Lessor: 298 Memorial Drive, Seneca, SC 29672

As to Owner: 415 South Pine Street, Walhalla, SC 29691

As to Sub-Lessee: 16825 Northchase Drive, Suite 1300, Houston, TX 77060

IN WITNESS WHEREOF, SUB-LESSOR, OWNER, and SUB-LESSEE have hereunto affixed their Seals and caused these presents to be executed individually or by their officers and agents authorized to do so, this 18th day of July, in the year of our Lord two thousand.

Signed, Sealed and Delivered
in the Presence of:

(As to Sub-Lessor)

OCONEE MEMORIAL HOSPITAL, INC.

By: [Signature], Pres.

Attest: [Signature], Sec.

(As to Owner)

OCONEE COUNTY

By: Harry R. Hamble, ^{Vice} Chairman

Attest: Opal O. Breen, Sec.

(As to Sub-Lessee)

AOR REAL ESTATE, INC.

By: [Signature]
David S. Chernow, Vice President

Attest: [Signature]
Philip H. Watts, Asst. Secretary

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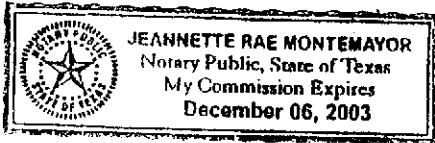
REAL PROPERTY DESCRIPTION
(Premises)

All that certain piece, parcel or tract of land containing TWO AND SEVENTY-FIVE ONE HUNDREDTHS (2.75) ACRES, more or less, lying and being situate in the northern quadrant of the intersection of Sandifer Boulevard (US Highway #123 and #76) and Hospital Drive, lying just outside the northwestern limits of the Town of Seneca, Oconee County, South Carolina and being a portion of the medical campus of Oconee Memorial Hospital. The address of the building there will be 131 Lila Doyle Drive, Seneca, SC 29672.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

PROBATE AS TO
SUB-LESSEE

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named authorized signatories for AOR REAL ESTATE, INC. as SUB-LESSEE sign, seal, and as its act and deed deliver the within written Agreement and Memorandum for the uses and purposes therein mentioned, and that (s)he with the other witnesses subscribing above, witnessed the execution thereof.



Jeannette Rae Montemayor

SWORN to before me this
14th day of July 2000.

Notary Public for Texas
My Commission Expires: 12-06-2003

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

GROUND LEASE AGREEMENT

PURSUANT TO S.C. CODE ANN. §15-48-10, PLEASE TAKE NOTICE THAT THIS AGREEMENT CONTAINS A PROVISION FOR THE SUBMISSION OF ANY CONTROVERSY ARISING HEREUNDER TO ARBITRATION.

THIS GROUND LEASE AGREEMENT (Agreement) made and entered into this 18th day of July, 2000, by **OCONEE MEMORIAL HOSPITAL, INC.** as tenant of Oconee County (hereinafter Sub-Lessor), **OCONEE COUNTY** (hereinafter Owner) and **AOR REAL ESTATE, INC.** (hereinafter Sub-Lessee), and the Agreement is executed and delivered in triplicate originals.

The Sub-Lessor leases from Owner that certain unimproved parcel of land which is the subject of this Lease and hereinafter described, which the Sub-Lessee desires to lease from the Sub-Lessor and to construct certain permanent improvements thereon in exchange for a ground lease of the property for a term equal to the depreciable life of the improvement as more specifically set out herein. The parties have reached agreement in this regard, which they now desire to reduce to writing by this instrument.

NOW THEREFORE, Sub-Lessor, Owner, and Sub-Lessee on behalf of themselves and their respective heirs, successors, and assigns covenant and agree, each with the other:

I. PREMISES

1.1. For and in consideration of the rental hereinafter specified and the mutual promises and covenants contained herein, Sub-Lessor hereby agrees to lease and demise to Sub-Lessee and Sub-Lessee agrees to rent from Sub-Lessor according to the terms hereof the real property described upon **Exhibit A** attached hereto and incorporated herein by reference (hereinafter "the Premises").

1.2. This Agreement is made subject to any rights, reservations and restrictions as to use as may affect the same, but Sub-Lessor covenants to Sub-Lessee that there are no existing prohibitions or restrictions which might affect or deter the proposed use of the Premises by Sub-Lessee.

1.3. Sub-Lessor, Owner, and Sub-Lessee also consent to the terms in this Agreement and agree to be bound to them as to the Premises.

II. TERM AND RENTAL

2.1. Term. The term of this Agreement shall be for a period of fifty (50) years, that is, commencing on June 1, 2000, and continuing thereafter for the actual term of fifty (50) years with waiver of the rent until the earlier of May 19, 2001, or the date the new building on the Premises is occupied.

2.2. Ground Rent. The cash ground rental for the Premises shall be the sum of forty-eight thousand and 00/100 [\$ 48,000.00] dollars per annum during the first five years of the term, to be due and payable in advance in equal monthly installments of four thousand and 00/100 [\$ 4,000.00] dollars each, commencing the earlier of May 19, 2001, or the date the new building on the Premises is occupied, provided, however, that the rental amount for any partial monthly period shall be pro rata amount of the normal monthly installment, which may effect the total amount received in any year in which there is a partial monthly period, and a like amount on a like date of each month thereafter, always in advance. Beginning with the 6th year of the term, such rental shall be determined by increasing or decreasing the rental by the amount of increase or decrease in the United States Department of Labor's National Consumer Price Index (herein CPI) on the first day of the 6th year as compared to the first day of the original execution of the lease. Beginning with the 11st year of the term, such rental shall be determined by increasing or decreasing the rental by the amount of increase or decrease in the CPI on the first day of the 11st year as compared to the first day of the term beginning with the 6th year of the lease. This same methodology shall be used for calculating subsequent adjustments to rent on the 16th, 21st, 26th, 31st, 36th, 41st, and 46th years of the term, whereby the change in the CPI from the 11th to the 16th, 16th to the 21st, 21st to the 26th, 26th to the 31st, 31st to the 36th, 36th to the 41st, and 41st to the 46th years, respectively, shall be utilized.

2.3. Construction of Improvements. As additional consideration for this Agreement, Sub-Lessee hereby covenants and agrees to construct or cause to be constructed upon the leased Premises at the sole cost and expense of Sub-Lessee and in a good and workmanlike manner, those structures and facilities more fully described and delineated upon the plans attached hereto as an Exhibit and incorporated herein by reference. Sub-Lessee shall furnish all materials and labor for completion of such construction, and agrees to commence and undertake the work to be done within thirty (30) days after: (1) execution of this Agreement and (2) execution of a Construction Agreement to be executed within a reasonable time not to exceed one hundred twenty (120) days following execution of this Agreement and to complete the same as expeditiously as possible. Sub-Lessee agrees to promptly pay and discharge all costs and expenses incurred in such construction and to protect, save harmless and indemnify Sub-Lessor or the leased Premises from any claim or mechanics lien of materialmen or laborers engaged upon such construction. It is expressly agreed that Sub-Lessee shall have no authority, express, or implied, to create any lien, charge or encumbrance, other than a mortgage as hereinafter provided, upon the demised Premises or the improvements thereon or upon the estate of Sub-Lessor in the same, and Sub-Lessor hereby gives notice that Sub-Lessor shall not be responsible for any labor or materials furnished for the erection, alteration, or repair of any building or structure on, or other improvement of, the Premises.

In this regard, Sub-Lessor agrees to cooperate with Sub-Lessee in any manner necessary to obtain the necessary building or other permits required in the area of the construction and to grant or cede any easements which may be required by Sub-Lessee to obtain permanent utility and telephone connections as well as suitable ingress and egress to the demised Premises.

III. MORTGAGE OF PREMISES

Sub-Lessor and Owner agree not to place any mortgage on the demised Premises nor permit the same to be encumbered in any manner without the prior written consent of Sub-Lessee. Sub-Lessee may place a mortgage(s) on the demised Premises; however, prior to any encumbrance being placed on the Premises, Sub-Lessee shall obtain the prior written consent of Sub-Lessor and Owner, which consent shall not be arbitrarily or unreasonably withheld.

Should any dispute arise among Sub-Lessor, Owner, and Sub-Lessee concerning the provisions of this Article, such dispute shall be resolved by arbitration in the manner provided in this Agreement.

IV. REPAIR AND MAINTENANCE

As additional consideration and rental for this Agreement, Sub-Lessee agrees to be responsible for all maintenance and upkeep on the facilities and improvements to be constructed upon the leased Premises, without exception. In this regard, Sub-Lessee agrees to maintain the Premises in good repair and to deliver the same up to Sub-Lessor at the termination of this Lease in good repair, save only reasonable wear and tear occasioned by the attrition of time and everyday use and occupancy.

V. COVENANTS OF SUB-LESSOR AND OWNER

Sub-Lessor and Owner covenant and agree with Sub-Lessee, as follows, to wit:

5.1. Sub-Lessor and Owner agree to allow Sub-Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with terms of this Agreement.

5.2. Sub-Lessor and Owner agree to allow Sub-Lessee to remove the professional equipment and trade fixtures of Sub-Lessee from the Premises at the expiration of the Agreement, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Sub-Lessee within thirty (30) days of such removal.

5.3. Sub-Lessor and Owner acknowledge that the facility to be constructed by Sub-Lessee upon the demised Premises is designed as a medical building for physicians' offices and related medical tenancies, including a Radiation Therapy Component, which is in keeping with the overall plan of Sub-Lessor for use and utility of the Premises and adjoining properties of Sub-Lessor. Sub-Lessor therefore agrees that Sub-Lessee shall have the right to sublet any part or portion of the Premises or the whole thereof for these general uses and purposes and for any period of time which shall not extend beyond the dates of the expiration of this Agreement. No such subletting, however, shall release Sub-Lessee from its obligations to pay the rental or perform the covenants of this Agreement.

5.4. Sub-Lessor and Owner consent to Sub-Lessee entering separate agreements in order to complete the improvements to the Premises, as described in Section I above. Sub-Lessee otherwise agrees it will neither sublet the Premises nor assign this Agreement to any other person, firm or corporation, without the prior written consent of the Sub-Lessor and Owner, which consent shall not be arbitrarily or unreasonably withheld.

5.5. Sub-Lessor and Owner represent and warrant to Sub-Lessee that Owner has fee simple title to the Premises and that the Premises are free from all encumbrances, liens, defects in title, violations of law, easements, restrictions and agreements which might prohibit or hinder the intended uses of the Premises.

VI. COVENANTS OF SUB-LESSEE

Sub-Lessee hereby covenants and agrees with Sub-Lessor and Owner, as follows, to wit:

6.1. Sub-Lessee agrees to pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would be inappropriate for, or tend to detract from, the general neighborhood in which the demised Premises are situate.

6.2. Sub-Lessee agrees it will be responsible for construction of the improvements to be made on the Premises as provided herein, and shall cause to be paid all costs and expenses in connection therewith or in connection with any subsequent repair, refurbishing or reconstruction or alteration of the improvements, in a prompt and businesslike manner so as to protect, save harmless and indemnify Sub-Lessor and the leased Premises from claims of materialmen or mechanics.

6.3. As additional consideration for this Agreement, Sub-Lessee will pay all taxes and assessments which may become due and owing on the Premises and the improvements to be constructed thereon by the Sub-Lessee, and upon request will present to Sub-Lessor evidence of prompt payment thereof.

6.4. As additional consideration for this Agreement, Sub-Lessee will keep and maintain fire and hazard insurance on the leased Premises throughout the term of this Agreement and any extension thereof in an amount representing the full insurable value of the Premises, and will provide to the Sub-Lessor a Certificate of Insurance evidencing such coverage, together with evidence of prompt payment of all premiums due thereon.

6.5. Sub-Lessee will, so long as this Agreement be in full force and effect, keep and maintain on the leased Premises public liability insurance in such amounts shall be required and in such form as to protect Sub-Lessee, Sub-Lessor, and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to Sub-Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.

6.6. Upon the expiration of this Agreement, Sub-Lessee will return the leased Premises together with the buildings and improvements to be constructed thereon to Sub-Lessor in a good and acceptable condition and state of repair, excepting only reasonable wear and tear occasioned by everyday use and occupancy and the normal attrition of time, Sub-Lessee specifically agrees promptly to repair and replace any damage to the Premises occasioned by the negligence of Sub-Lessee or its employees, agents or invitees upon the Premises, or by the removal of any professional equipment, appliance or trade fixtures of Sub-Lessee.

6.7. Sub-Lessor assures Sub-Lessee that all necessary utilities are available to the Premises for the project described herein.

VII: MUTUAL COVENANTS

Sub-Lessor, Owner, and Sub-Lessee mutually covenant and agree each with the other, as follows, to wit:

7.1. If or in the event Sub-Lessee shall breach any of the terms of this Agreement or if it shall fail to pay the rental within ten (10) days after the same is due, then in any such event Sub-Lessor shall give notice to Sub-Lessee in writing of the nature and extent of such breach and Sub-Lessee shall have thirty (30) days thereafter in which to cure the same and restore compliance with the terms hereof.

7.2. Should Sub-Lessor or Owner find it necessary to bring legal action to reacquire possession of the leased Premises after breach by Sub-Lessee of any covenant or condition hereof, including the covenant to pay the rental as stated herein, or should Sub-Lessor or Owner otherwise be required to bring any action or suit at law or in equity arising out of the tenancy and occupancy of the demised Premises by Sub-Lessee, Sub-Lessee agrees to be responsible for and pay all reasonable attorney fees and court costs and expenses incurred by Sub-Lessor in connection with any such action.

7.3. Should Sub-Lessee find it necessary to bring legal action to enforce the provisions of this Agreement, Sub-Lessor and Owner agree to be responsible for and pay all reasonable attorney fees and court costs and expenses incurred by Sub-Lessor in connection with any such action.

7.4. If or in the event the buildings and improvements to be constructed on the leased Premises be destroyed by fire or other unavoidable casualty, Sub-Lessee agrees that the improvements shall be restored at the expense of Sub-Lessee to their original condition, free of debris, and the proceeds received from the casualty insurance required to be maintained by Sub-Lessee shall be irrevocable dedicated and applied to this purpose. In this regard, Sub-Lessor agrees that the rental shall abate during the time required for such reconstruction, and the term of this Lease shall be extended for the actual term the Premises are unrentable by Sub-Lessee.

7.5. Each of the parties agrees, from time to time, to provide notice to the other of their current mailing addresses and all notices required under the terms hereof as well as the rental required to be paid by Sub-Lessee to Sub-Lessor, may be mailed to the address contained in the last current of such notices.

7.6. Each of the parties acknowledge receipt of one copy of this Agreement, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and/or successors and assigns during the term herein created and is enforceable at law. The terms hereof shall be construed under and governed by the laws of the State of South Carolina.

VIII. CONDEMNATION, EMINENT DOMAIN, AND APPORTIONMENT

8.1. **Condemnation and Eminent Domain.** Neither Sub-Lessor nor Owner contemplates that the leased Premises or any portion thereof shall be acquired by any public authority through eminent domain, condemnation, or otherwise; however, if the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation, there shall be such division of the proceeds and award in such condemnation proceedings and such abatement of the rent and other adjustments as shall be just and equitable under the circumstances. If Sub-Lessor, Owner, and Sub-Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are to be made, then the matters in dispute shall be submitted for arbitration as provided herein. If the legal title to the entire Premises be wholly taken by condemnation, the Agreement shall be canceled.

8.2. **Apportionment.** Although the title to the building and improvements placed by Sub-Lessee upon the demised Premises shall pass to Owner, it is agreed that for purposes of condemnation, the fact that Sub-Lessee placed such building on the demised Premises shall be taken into account and the deprivation of use by Sub-Lessee of such buildings and improvements, together with the term of the Agreement remaining, shall be an item of damage in determining the portion of the condemnation award to which Sub-Lessee shall be entitled. In general, it is the intent of this Article that, upon condemnation, the parties hereto shall share their awards to the extent that their interests are respectively depreciated, damaged or destroyed by the exercise of the right of eminent domain. In this regard, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were vacant property, shall be allocated to Sub-Lessor and the then current value of the building or buildings thereon shall be allocated between Sub-Lessor and Sub-Lessee after giving due consideration to the number of years remaining in the term of this Agreement and the condition of the buildings at the time of condemnation.

IX. ARBITRATION

Every dispute between the parties which is provided in this Agreement to be determined by arbitration shall be resolved in the manner provided by S.C. Code Ann. §15-48-10 through §15-48-240, the provisions of which are incorporated herein by reference.

X. MEMORANDUM OF AGREEMENT

The parties mutually agree to cause to be prepared and to duly execute and deliver a Memorandum of the terms and provisions of this Agreement in form and manner acceptable and sufficient to be placed of public record in the office of the Clerk of Court of Oconee County, giving notice of the existence of the Agreement and its location.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof, have hereunto affixed their Seals and caused these presents to be executed, individually or by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered
in the Presence of:
(As to Sub-Lessor)

OCONEE MEMORIAL HOSPITAL, INC.

By: [Signature], Pres.

Attest: [Signature], Sec.

(As to Owner)

OCONEE COUNTY

By: Harry R. Haulk ^{Vice} Chairman

Attest: Opal O. Breen, Sec.

(As to Sub-Lessee)

AOR REAL ESTATE, INC.

By: [Signature]
David S. Chernow, Vice President

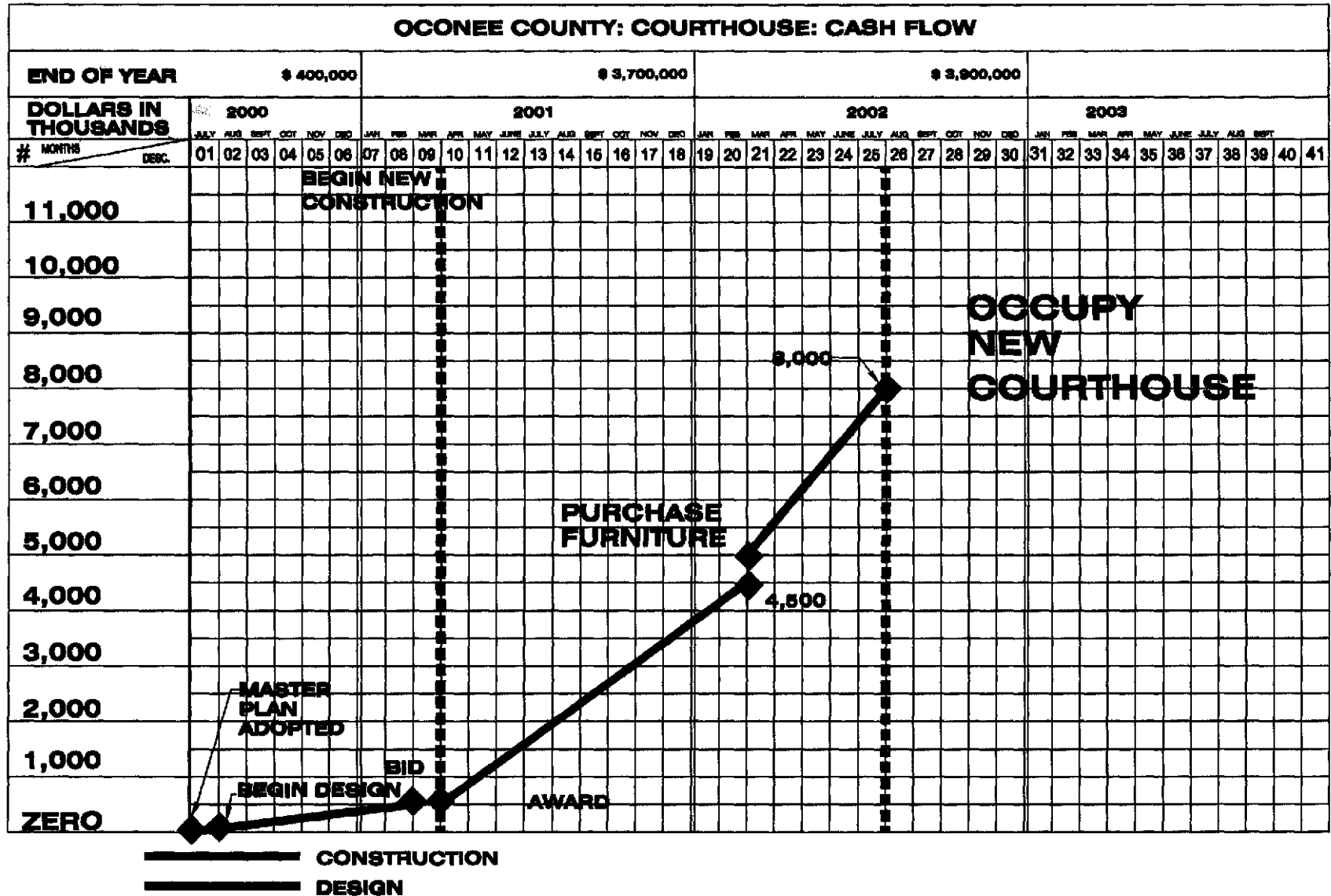
Attest: [Signature]
Philip H. Watts, Asst. Secretary

REAL PROPERTY DESCRIPTION
(Premises)

All that certain piece, parcel or tract of land containing TWO AND SEVENTY-FIVE ONE HUNDREDTHS (2.75) ACRES, more or less, lying and being situate in the northern quadrant of the intersection of Sandifer Boulevard (US Highway #123 and #76) and Hospital Drive, lying just outside the northwestern limits of the Town of Seneca, Oconee County, South Carolina and being a portion of the medical campus of Oconee Memorial Hospital. The address of the building there will be 131 Lila Doyle Drive, Seneca, SC 29672.

W:\clients\lit 99\99307\Ground Lease Agreement1.wpd

OCONEE COUNTY: COURTHOUSE: CASH FLOW



JULY 18, 2000



Copied Opal

7/14/00

The Supreme Court of South Carolina

JEAN HOEFER TOAL
CHIEF JUSTICE

P.O. DRAWER 2036
COLUMBIA, S.C. 29211
TELEPHONE: 803-732-1504
FAX: 803-732-1167
E-MAIL: JHOEFER@SCJUSC.SC

July 13, 2000

The Honorable Harrison E. Orr
Supervisor/Chairman, Oconee County Council
415 South Pine Street
Walhalla, South Carolina 29691-2145

Dear Supervisor Orr:

Information has been received by me indicating the Oconee County Council will, on Tuesday, July 18, 2000, vote on a recommended Court House construction project for Oconee County. I am advised the plan will provide sorely needed court facilities with options for Oconee County for potentially the next fifty (50) years. As Chief Justice of South Carolina, I am vitally interested in South Carolina having excellent court facilities providing substantial and increased citizen use and interaction. Technology is extremely important in the 21st century, and all South Carolinians should have access to the Courts and their facilities. The plans you will consider will provide this needed modernization and citizen access.

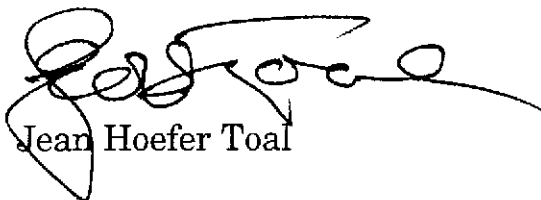
I urge you and the members of the Oconee County Council to favorably consider the recommendations of your study committee and architects. Oconee County has a unique opportunity, as we enter the next millennium, to provide for its citizens the court facilities they need, want and deserve. I hope you will take this step into the future for the judicial system in Oconee County.

If your schedule will permit, I would very much like to attend your council meeting on July 18, 2000 and address you briefly. Thank you for your consideration.

Supervisor Orr
July 13, 2000
Page 2

With my kindest personal regards, I am

Sincerely yours,



Jean Hoefer Toal

JHT:bw

cc: Honorable Alexander S. Macaulay
Honorable Harry R. Hamilton
Honorable Tim O. Hall, III
Honorable Ann H. Hughes
Honorable J. Harold Thomas
Honorable Charles R. Timms
Julian Stoudemire, Esquire

Tommy B. Edwards

P.O. Box 8002
Anderson, South Carolina 29622

Judge

Phone: (864) 260-4040
Fax: (864) 224-6033

STATE OF SOUTH CAROLINA
Family Court of the Tenth Judicial Circuit

July 18, 2000

Honorable Harrison Orr, Supervisor, Oconee County
Honorable Tim Hall, III
Honorable Harry Hamilton
Honorable Ann Hughes
Honorable J. Harold Thomas
Honorable Charles Timms

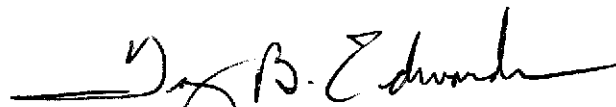
Dear Supervisor Orr, Mr. Hall, Mr. Hamilton, Ms. Hughes, Mr. Thomas, and Mr. Timms:

Please allow me to express my gratitude to you for your willingness to take up discussion regarding a specific plan to improve the Court facilities in Oconee County. As I have stated to you before, there is a great need to improve our facilities in Oconee County to address the demands of a growing population with the accompanying needs for adequate security for the protection of the citizens who use the courthouse and the staff who work there.

I wish you the very best as you consider this vital issue for the people of Oconee County.

With kind regards, I remain

Very truly yours,



Tommy B. Edwards
Family Court Judge

TBE:jc



**BARRY W. KNOBEL
FAMILY COURT JUDGE
TENTH JUDICIAL CIRCUIT OF SOUTH CAROLINA
[Anderson and Oconee Counties]
Anderson County Courthouse
100 South Main Street
Post Office Box 8002
Anderson, South Carolina 29622
[864] 260-4038
Fax: [864] 260-4822**

July 17, 2000

To: The Honorable Harrison Orr, County Supervisor
The Honorable Members of the Oconee County Council

From: Barry W. Knobel
Chief Administrative Judge
The Family Court for the Tenth Judicial Circuit

Dear Mr. Orr and Members of the Oconee County Council:

Last year it was my privilege to have attended a meeting of the Oconee County Council at which session you gave the public the opportunity to express their views and opinions regarding the Courthouse project. You graciously permitted me to address the Council and those in attendance.

I am keenly aware that tomorrow, July 18, you shall cast your vote on a crucial issue that shall affect present and future generations of citizens of Oconee County; and when you cast your vote, you shall be calling upon your individual and unique insight and wisdom. I fully realize that your decision shall be difficult.

I am holding court in Spartanburg County this week, and I have long-scheduled

Page 2
July 17, 2000

obligations to the litigants and attorneys in that County; otherwise, I would most certainly be in attendance.

I have been informed that the Chief Justice of the Supreme Court of South Carolina shall be attending your meeting; and we in the Tenth Judicial Circuit are honored and encouraged by her attendance and anticipated participation.

Please let me emphasize that during my years in the practice of law and as a family court judge, I have always looked forward to coming to Oconee County; and I have a great fondness for Oconee County. I also remain impressed by the quality and expertise of the attorneys who practice in the Oconee County Family Court.

As in my remarks to you last year, let me reiterate that the residents of your wonderful County, and the public who visits Oconee County to use your facilities, and most certainly, the judges and attorneys who hold court and practice law in Oconee County, would forever welcome the opportunity of having access to a Courthouse which befits one of the most progressive counties in this State. And I am excited by that prospect.

Would you please permit this letter to be offered as my support and endorsement of the position being taken by our Chief Justice and by the attorneys of the Oconee County Bar Association.

Sincerely,



Barry W. Knobel
Chief Administrative Family Court Judge
Tenth Judicial Circuit of South Carolina

BWK:b

cc: Julian L. Stoudemire, Esq.
President
Oconee County Bar Association

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
FROM: Melissa Brown *MB*
DATE: July 6, 2000
SUBJECT: FY 2001 Solid Waste Management Grant Agreement

On March 21st, Council approved a FY 2001 Solid Waste Management Grant Application in the amount of \$2,563.00. We have received notification that Oconee County has been awarded the full amount requested.

Please place the attached grant agreement on the July 18, 2000 meeting agenda to be presented for Council's approval.

I appreciate your continued assistance.

MELISSA L. BROWN, GRANTS COORDINATOR



South Carolina Department of Health and Environmental Control

SOLID WASTE MANAGEMENT GRANT AGREEMENT Section 44-96-130, S.C. Code of Laws

COPY

AIMS PO # 262060

GRANT NOTIFICATION INFORMATION

Grantee: Oconee County
Mailing Address: 415 S. Pine St. Walhalla, SC 29691
Federal Employer Identification Number: 57-6000391
Grant Number: 37sw01 Date of Award: July 1, 2000
Grant Period: July 1, 2000 to June 30, 2001
Grant Amount: \$2,563.00
Authorized Representative: Harrison Orr
Phone Number: 864-638-4242
FAX Number: 864-638-4241
Contact Person: Jack Hirst
Address: PO Box 1766 Seneca, SC 29679-1766
Phone: 864-888-1440
FAX Number: 864-888-1444
Financial Officer: Phyllis Lombard
Address: 415 South Pine St. Walhalla, SC 29691
Phone: 864-638-4236
FAX Number: 864-638-4241

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

OFFICE OF SOLID WASTE REDUCTION & RECYCLING

GRANT INSTRUMENT

SCOPE OF SERVICES STATEMENT

INTRODUCTION

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Local Government Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Oconee County submitted to the Office on April 7, 2000 an application for solid waste management grant funds.

A maximum of \$2,563.00 will be granted for this project to the government of Oconee County (hereinafter referred to as the Grantee).

SCOPE OF WORK

Grantee will use funds to develop public education materials to promote the program as approved by the Office.

Public Education	\$2,563.00
-Radio spots	800.00
-Newspaper Ads	774.00
-16 oz Travel Mugs	989.00
Total Awarded:	\$2,563.00

REPORTING REQUIREMENTS

The Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Office may reasonably require including, but not limited to, quarterly progress reports and a final budget report.

Progress Reporting

Quarterly progress reports shall be submitted beginning October 15, 2000 and the 15th of the month after each quarter ends thereafter. Quarterly progress report forms will be provided by the Office.

Final Reporting

Final budget reports shall be submitted no later than 30 days after the last reimbursement is requested. Final budget reports shall include a budget section and a narrative section. Final budget report forms will be provided by the Office.

PAYMENTS

The method of payment shall be as follows: All reimbursements may be requested with the reimbursement request form which will be supplied by the Office of Solid Waste Reduction and Recycling. Appropriate invoices and documentation will accompany each payment request. Payments will be made to address the approved budget requirements as submitted and approved herein. Reimbursements should not be requested until the goods have been delivered to the Grantee or the services has been provided. Failure to comply with the terms of this agreement shall result in refusal of payment of grant funds to the Grantee.

SPECIAL TERMS AND CONDITIONS

1. The Grantee's authorized representative, the financial administrator and contact person must sign the grant instrument and return the original and one copy to this office.
2. The solid waste management project must directly promote the project for which the grant was intended. By reference, the grantee's application referred to in the Introduction is incorporated and made a part hereto.
3. The Grantee must maintain an all purpose grant file with copies of related documents including, but not limited to, copies of the application and grant agreement, all expenditure information, vouchers, receipts, contracts, subcontracts, leases, agreements and legal documents for inspection and review by the Office
4. The Office reserves the right to unilaterally cancel this grant for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to this grant.
5. Grants shall not be provided to any local government or region that does not demonstrate

a good faith effort to meet the requirements of the Solid Waste Policy and Management Act of 1991.

6. Local governments must have submitted the appropriate reports as required under the guidelines of the Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
7. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.
8. The grantees shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
9. All educational material must be preapproved by the Office prior to production or printing using the form provided by the Office. The Office reserves the right to deny reimbursement for any material that has not been preapproved.
10. All travel must be preapproved by the Office in order to qualify for reimbursement. The Travel Approval Form will be provided by the Office. The office will pay up to \$32/day for meals and 31¢ per mile for travel.
11. Grant awards are made for one fiscal year. Grantees may apply for up to two 60-day extensions. Extensions must be requested in writing and approved by the Office. Allowable costs may be charged to this agreement only during the term of this agreement.
12. All original receipts, vouchers, and purchase orders must be maintained by the Local Government through June 1, 2004 or until all auditing procedures have been accomplished and have been closed out or until any litigation has been settled by the Courts.
13. Applicants shall provide the Office with a copy of any new or revised recycling technology accomplished as a direct or indirect result of the grant.
14. Revenues generated from the project, including interest, must be reinvested in the project.
15. Office staff may perform site inspections at any time during the term of the grant. The inspection will be conducted during regular business hours and with 24-hour notification to the Grantee.
16. Changes in scope or modifications to the grant agreement must be requested in writing and approved by the Office.
17. Grantee shall obtain all necessary state, federal and/or local permits required for construction and/or operation of collection facilities.
18. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.
19. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or

these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

20. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
21. The grantee agrees that neither the grantee, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
22. The grantee certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this grant.
23. Neither party shall be liable for any claims, demands, expenses, liabilities and losses, (including reasonable attorney's fees which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this grant.
24. The grant shall be construed and enforced in accordance with the laws of the state of South Carolina.
25. Grantee certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
26. DHEC shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this grant.

STANDARD TERMS AND CONDITIONS

1. Grantee's Responsibility.

The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in this Scope of Work. All subcontracting of work pertaining to this grant must conform to all applicable state and local laws.

2. Procurement

- A. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines. The following guidelines are based on Sec. 11-35-1550 of the Code -Small Purchases. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.

Small purchases under \$25,000:

1. Up to \$1,500.00 - A single quote is acceptable if price is certified fair and reasonable.
2. \$1,501.00 to \$5,000.00 - Solicit verbal or written quotes from a minimum of three qualified sources. Document the solicitation of quotes.
3. \$5,000.00 to \$10,000.00 - Solicit written quotes from a minimum of three qualified sources. Document the solicitation of quotes.
4. \$10,001.00 to \$25,000.00 - Solicit written quotes from a minimum of five qualified sources.

Purchases \$25,000.00 and Over

1. Prepare an invitation for bids and solicit competitive sealed bids:
 2. The invitation for bids must be issued by written notification of qualified sources on a bidders' list and by advertisement in a newspaper of general circulation in the state, a trade journal or *South Carolina Business Opportunities*, allowing a reasonable time prior to bid opening.
- B. Sole source justifications exceeding \$1,500.00 must be in writing and have approval prior to contract implementation.
- C. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

3. Contracts Under the Grant

The Grantee shall submit to the Office of Recycling for Pre-award review any contract over \$5,000.00 for work or services covered by this Grant. The submission shall be accompanied by a copy of all proposals or bids submitted.

4. **Conflict of Interest.**

Personnel or other officials connected with this grant shall adhere to the requirements given below.

- a. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

Advice: No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

- b. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
- 1) Using his official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels, or
 - 5) Affecting adversely the confidence of the public in the integrity of the State government or the program.

5. **Termination of Grant**

This grant may be terminated by the Office provided a thirty (30) day advance notice in writing is given to the Grantee, except in the following cases:

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner the obligations under this grant, or if the grantee shall violate any of the covenants, agreements or stipulations of the grant, or otherwise default on the grant due to negligence, the Office shall have the right to terminate this grant without giving a thirty (30) day advance notice.

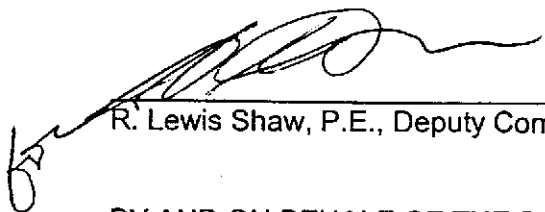
6. **Utilization of Minority Businesses.**

The grantee is encouraged to utilize qualified minority firms where cost and performance will not conflict with time schedules.

OFFER AND ACCEPTANCE

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Oconee County for all allowable costs incurred up to and not exceeding \$2,563.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):



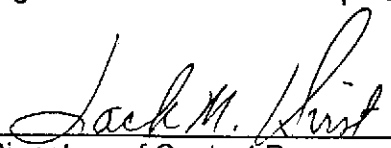
R. Lewis Shaw, P.E., Deputy Commissioner

6/22/00
Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

Signature of Authorized Representative

Date



Signature of Contact Person

6/30/00
Date

Signature of Financial Representative

Date

PROPOSED COST FOR OCONEE COUNTY AIRCRAFT MAINTENANCE SET UP

SALARIES:

ONE INSPECTOR/MECHANIC

\$38,313.00 - Annual Income

(\$18.42 per hour) Benefits \$10,000.00 \$49,313.00

AIRCRAFT MECHANIC

\$28,834.00 - Annual Income

(\$13.87 per hour) Benefits \$9,070.00 \$37,904.20

\$87,217.00

SHOP EQUIPMENT

15,000.00

SUPPLIES & PARTS

6,000.00

INSURANCE - MAINTENANCE LIABILITY

10,000.00

ADVERTISING

800.00

OFFICE SUPPLIES

1,000.00

UNIFORMS

1,500.00

HANGAR UTILITIES (Annual)

4,000.00

\$125,517.20

REVENUE:

AIRCRAFT MAINTENANCE LABOR RATE \$42.00 PER HOUR

30% PROFIT ON AIRCRAFT PARTS

I FEEL THAT IF PRIVATE ENTERPRISES CAN MAKE SIZEABLE PROFITS FROM AIRCRAFT MAINTENANCE OPERATIONS, WE CAN. THIS WOULD ENABLE THE AIRPORT AN OPPORTUNITY TO BE A PROFITABLE OPERATION. WE PRESENTLY HAVE 75 AIRCRAFT BASED AT OCONEE COUNTY REGIONAL AIRPORT, WITH MANY MORE THAT WANT TO RELOCATE HERE. THE POTENTIAL IS GREAT!



Providing Quality Services To Local Governments Since 1965.

MEMORANDUM

To: Onal Green
Clerk to Council

From: Melissa Walburn *MW*
Human Resources Consultant

Subject: Aircraft Maintenance Crew Salary Request

Date: July 14, 2000

As you requested, I have researched salaries for aircraft maintenance personnel. I contacted several County airports, and none of them has County staff that work on aircraft. Most of them either contract with a third party, have a company leasing hangar space that performs that service, or the service is available through an outside company that is a "through the fence" operator and has field access. Airports contacted include the following: Anderson, Beaufort, Berkeley, Horry, and Union.

The Spartanburg City Airport has three mechanics that work on airplanes. Their pay range starts at \$14 per hour, which is the equivalent of \$29,120 per year. Should the County choose to hire an Aircraft Mechanic, I recommend that the position be created at Grade 19, which starts at \$29,980 per year. The effective hourly rate would be \$14.4153.

If the County hires a supervisor for this position, I would place it five grades higher at Grade 21, which is the same as the lieutenants. Grade 21 starts at \$32,454, and has an effective hourly rate of \$15.5933.

I hope that this information is helpful to you. Please call me if you have any questions, or if I can provide additional assistance.

OCONEE COUNTY REQUISITION

TO: PURCHASING DEPT
DATE: 07-12-00
INITIATING DEPT: Supervisor
DELIVER TO:
DATE REQUESTED:
BUDGET CODE: 10-22-150-22881

	BIDDER	BIDDER	BIDDER
COMPANY NAME:	Hubbard Paving		
PERSON QUOTING:			
PHONE NO.:			
DELIVERY TIME:			

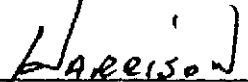
Quantity	unit of measure	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
		Change order # 3						
		Hubbard Bid 99 - 46 PO # 36692						
		Paving @ C & D Landfill per July 11, 2000 request from Jack Hirst						
		475 sq. yds set up	1.00	475.00				
		475 sq. yds asphalt @ 330 lbs per sq. yds due to truck traffic 78.38 T	34.99	2,742.52				
		Total		3,217.52				
		Total:						

PURCHASING DEPT USE ONLY

ISSUED TO: _____
ADDRESS: _____

P O #: _____
VENDOR #: _____
ENCUMBRANCE DATE: _____

I hereby certify that the items listed above are needed by this department for the sole use and benefit of Oconee County.
 I certify that the balance of this account as of requisition date is \$ _____
 I do not wish this purchase to exceed \$ _____



 department head signature

**A Proposal to Develop a Comprehensive, Long-Range Plan
For Parks and Trails in the Fall Creek and Keowee Town Access Areas
On Lake Keowee**

This is a proposal to initiate the development of a comprehensive, long-range plan for parks and trails in Oconee County on Lake Keowee at the Fall Creek and Keowee Town Access Areas. The two sites are currently owned and managed by Duke Power, Inc. Duke Power seeks to relinquish the responsibility of providing the public access to Lake Keowee at the two sites. Accordingly, the company has approached Oconee County about assuming the management of the properties for public access to the lake. If the County determines that it will assume the responsibility for managing the sites, then Duke Power has requested the submission of an appropriate management plan for the areas.

Comprehensive, Long-Range Planning

A comprehensive, long-range plan for managing the public access areas on Lake Keowee should address the following:

1. a overall vision statement, goals and objectives for developing parks, trails and amenities that is in concert with the County's park management plan;
2. an inventory and analysis of the sites for developing parks and trails;
3. a description of the activities desired within each park site or along a proposed trail based on input from appropriate parties;
4. a proposed design and layout of amenities and facilities for each site;
5. a schedule for phasing the development of each site to prevent spreading resources too thin;
6. a strategy to mobilize resources (human, funding, etc.) to complete each park site or trail;
7. a maintenance program for each park site and trail;
8. a methodology to evaluate the effectiveness of plan implementation.

Scope of Services

In responding to the request by the Duke Power to submit a management plan by September 1, 2000, Oconee County has sought external consulting services to develop a comprehensive, long-range plan. Accordingly this proposal seeks to accomplish each

task listed above, except the design and layout of park sites. Specifically, the contractee carries out the tasks listed above as follows:

1. through consultation with Oconee County officials, or other relevant parties, develop a vision statement, goals and objectives within the comprehensive, long-range plan;
2. through the use of existing maps of the County, previous studies and reports, and input from various groups and individuals, conduct an inventory and analysis of the potential park sites and proposed trails;
3. through a survey and/or focus group meeting with users, residents, managers, and officials of the County, determine the activities desired for each site;
4. through consultation with Oconee County officials and other relevant parties, outline phases for developing each park or trail, propose strategies to mobilize resources to complete each phase, recommend a maintenance program for each site or trail, and present a methodology to evaluate the effectiveness of the plan implementation.
5. no design or layout of park sites or trails would be provided under this agreement;

The preparation of this plan in a timely fashion requires that an appropriate planning process is established. The process established for this project is as follows: Project delineation and issue identification; inventory and assessment of the project area; and proposed plan drafted, reviewed, and finalized.

Budget

EXPENDITURES

OCONEE COUNTY

Compensation

Principal Investigator and other consultants

May 12 - September 1, 2000

daily rate of \$200.00 x 37.5 days

\$7500.00

Subtotal

\$7500.00

Reimbursements to College of Architecture Foundation (CAF) at Clemson University

Travel / Lodging

\$ 100.00

Mileage

\$ 200.00

Per Diem

\$ 100.00

Supplies/Contingencies

\$2000.00

Long distance telephone

\$ 100.00

Subtotal

\$2500.00

TOTAL

\$10,000.00

The budget is based on a schedule to develop the comprehensive, long-range plan requested, beginning on May 23, 2000 and ending on August 25, 2000. A draft of the final report should be issued for review by August 11, 2000. The plan will be finalized after a two-week period for review and comment.

Oconee County agrees to make available suitable work-space, secretarial and clerical assistance, photocopying equipment, telephone access and other materials required to complete this study during any visit to the County for work-related activities.

Agreement to the terms of this proposal must be indicated in a letter addressed to: M. Grant Cunningham, Box 1086, Seneca, SC 29679. Payments from the Oconee County are expected as follows: \$2,500 by June 23, 2000; \$2500 by August 4, 2000; and \$2500 by September 8, 2000. A check of \$2500.00 to the Clemson Architectural Foundation (CAF) will be made before August 15, 2000.

July 6, 1999

Contact Persons

Mark A. Payne, CPA (803) 882-1937
114 W. N. First Street
Seneca, South Carolina 29678
Kirk S. Messick, CPA (803) 882-5390
P.O. Box 773
Seneca, South Carolina 29679

RFP SUBJECT
Oconee County

Technical Proposal

- A. **Independence** – Our firms are independent of Oconee County as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards* (1994).
- B. **License** – Our firms and all key staff members are licensed to practice in South Carolina.
- C. **Firm Qualifications and Experience** - Byerley & Payne, CPA, PA and Kirk S. Messick, CPA, PA are local firms based in Seneca, South Carolina. The audit staff is composed of three individuals. Each staff member assigned will work on an as needed basis. There have been no disciplinary actions taken regarding either firm during the past three years. Copies of the latest quality review reports are attached.
- D. **Partner, Supervisory and Staff Qualifications and Experience** – Mark A. Payne and Kirk S. Messick will be the engagement supervisors. Below are brief resumes of the audit staff:
- 1) Kirk Messick, CPA – Kirk obtained his B. S. degree in Accountancy from Clemson University, May 1980. His related work experience includes the audits of Oconee County, City of Seneca, Oconee County Sewer Commission, Town of Pendleton, and Pickens County School District. He also performed audits for the South Carolina State Auditors on two state agencies: The John DeLa Howe School and the South Carolina School for the Deaf and Blind. Kirk was licensed by South Carolina on February 16, 1983.
 - 2) Mark Payne, CPA – Mark obtained his B. A. degree from Southern Wesleyan University in May 1979, and his Masters of Professional Accountancy degree from Clemson University in August 1988. His related work experience includes the audits of Oconee County, Oconee County Sewer Commission, Town of Pendleton, Pioneer Rural Water District, and the Town of Central. Mark was licensed by South Carolina on June 21, 1989, by Ohio on November 15, 1994, by Florida on June 20, 1997 and by Iowa on August 5, 1997.
 - 3) Joel Seavey – Joel has obtained an associates degree in accounting from Tri-County Tech.
- E. **Similar Engagements** – Prior as well as current audit engagements have been performed either by Byerley & Payne, CPA, PA or Kirk S. Messick, CPA, PA:
- 1) Oconee County
 - 2) Town of Pendleton
 - 3) Oconee County Sewer Commission
 - 4) Pioneer Rural Water District
 - 5) Town of Central
 - 6) School District of Pickens County
- F. **Specific Audit Approach** – We expect the audit of Oconee County to take 550-650 hours. Our audit will be an audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, published by the Comptroller General of the United States; and if applicable, the Single Audit Act of 1984 as amended and the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and will include tests of the accounting records of Oconee County and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include confirmations with selected individuals, organizations and financial institutions. We will request written representations from your attorney as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required by the Single Audit Act of 1984 as amended, our audit will include test of transactions related to federal assistance programs for compliance with applicable laws and regulation. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

G. **Audit Price** – The following details the cost of the proposed audits:

<u>Year</u>	<u>Amount</u>
FY 99-00	\$ 26,500
FY 00-01	\$ 26,500
FY 01-02	\$ 26,500
FY 02-03	\$ 26,500 plus negotiated price for new GASB standards effective that year.

Any unusual or unexpected situations requiring any additional accounting services would be discussed with you and authorized in writing before any such work would be performed. Any such services, if required, would be billed additionally at our normal hourly billing rates. Such situations that could require additional services are as follows:

- 1) General ledger records that did not properly balance;
- 2) Subsidiary records that did not reconcile with the control accounts;
- 3) Substantial classification errors of accounting entries as to the proper accounts;
- 4) Suspicions of fraudulent transactions, lack of supporting detail for transactions selected for testing.

H. **Payment Method** – We would plan to make progress billings during the course of the audit not to exceed 75% of the total price before the presentation of the audit.

I. **References** – The following references may be contacted if desired:

- 1) Oconee County Sewer Commission
Seneca, South Carolina
Mr. Howard Adams, Chairman
Mr. Bob Winchester, Plant Superintendent
- 2) Town of Central
Central, South Carolina
Mr. Herbert Thompson, Administrator
- 3) Pioneer Rural Water District
Oakway, South Carolina
Ms. Gwen McCall, Operations Manager

Byerley & Payne
CERTIFIED PUBLIC ACCOUNTANTS, P. A.
114 WEST NORTH FIRST STREET
SENECA, SOUTH CAROLINA 29678
864-882-1937

Kirk S. Messick
CERTIFIED PUBLIC ACCOUNTANT, P. A.
P. O. BOX 773
SENECA, SOUTH CAROLINA 29679
864-882-5390

RECEIVED

JUL 19 1999

OCCONEE COUNTY
PURCHASING DEPT.

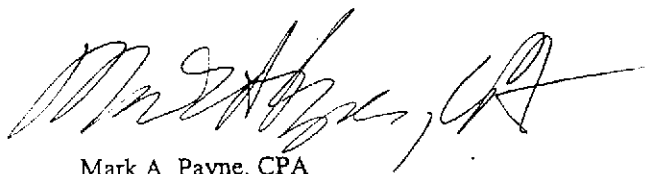
July 16, 1999

Ms. Marianne A. Dillard
Purchasing Agent
OCCONEE COUNTY PURCHASING DEPT.
415 S. Pine Street
Walhalla, SC 29691

Dear Ms. Dillard:

This letter provides you the additional information you requested concerning our normal billing rates. Those rates range from \$35 to \$75 depending on the nature of the work involved and the individuals performing the work. Should you have additional questions, please do not hesitate to give me a call.

Sincerely,



Mark A. Payne, CPA

Bidder		PYAMONARCH							THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV. INC
Item No	Description	Est Annual Usage Cts	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	
Canned Juices, 48 fl oz 1246/48oz													Bid did not meet spec
1	grapefruit	10		9.99	7	10.68	106.80		20.00	8.5	21.75	217.50	
Juice Base, 120 fl oz													
2	apple	1	12-23 oz	21.52	7	23.45	23.45	120 pack 127.5	13.78	8.5	14.95	14.95	
3	grape	5	12-23 oz	22.87	7	24.47	122.35	12-24 oz	18.78	8.5	19.95	99.75	
4	orange	3	12-23 oz	37.30	7	39.97	119.91	12-24 oz	13.78	8.5	14.95	44.85	
Frozen Juices, 4 oz concentrate													
5	orange	12	48-4 oz	4.75	6	5.13	61.56		7.06	8.5	7.36	88.32	
6	raspberry	12	48-4 oz	4.10	5	4.43	53.14	48-4 oz	6.31	8	6.24	74.88	
7	grapefruit	12	48-4 oz	4.50	8	4.86	58.32	48-4 oz	8.22	8	8.58	102.96	
Canned Meat and Fish													
8	beef stew	10	5.910	19.85	7	21.27	212.70	8.910	21.00	8.5	22.26	222.60	
9	beef stew	15	5.910	43.50	6	50.90	763.50	8.910	43.43	8.5	45.50	682.50	
10	chicken bones	10	12-43 oz	52.23	6	52.74	527.40	12-43 oz	49.50				
11	chili hot dog	5	6.810	22.50	7	24.09	120.45	6.810	21.22	8.5	23.02	115.10	
12	corned beef hash	20	5.910	11.05	6	11.74	234.80	5.910	17.91	8.5	19.04	380.80	
13	salmon	10	20-14.5oz 14-17	11.25	6	12.14	121.40	24-14.5 oz	15.7	8.5	16.74	167.40	
14	tuna	15	5MS 1/2 oz	21.10	6	22.45	336.75	6MS 1/2 oz	24.22	8.5	26.28	394.20	
15	chicken and dumplings	10	12-43 oz	33.80	6	35.93	359.30	12-44 oz	32.45	8.5	35.21	352.10	
Frozen Meats													
16	beef, sliced (ground)	10	22.15oz	25.20	7	26.95	269.50	22.15oz	28.11	7	30.20	302.00	
17	chicken rolls	12	2/10W	25.30	7	26.47	317.64	2/10W	14.94	7	20.27	243.24	
18	sausage patty 2 oz	15	10.4 12oz	5.83	7	6.24	93.60	10.4 12oz	10.59	7	11.85	177.75	

Bidder	Item No	Description	Est Annual Usage Co	PYA/MONARCH				THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV INC	
				Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount		
	16	sausage links 3 oz	15	104 3/4	22.32	0	23.65	354.75	104 3/4	0.75	7	8.05	754.00
	20	ground beef 81/2% milk powder	400		0.82	5	0.87	348.80		1.05	10	1.05	4517.00
	21	ground beef patties 4 oz	50	104	10.82	6	11.28	564.00	104 2/4	8.74	7	9.51	652.75
	22	chicken nuggets	25	104	17.75	6	18.79	469.75	104 2/4	19.71	7	20.67	450.58
	23	chicken fillets	15	104 3/4	13.50	7	14.45	216.75	104 1/4	8.55	7	8.9	357.52
	24	turkey corn dogs	25	104	5.70	7	6.24	205.84	104	13.29	7	14.22	355.51
	25	ham, spiral	15	2-10#	1.20	7	1.35	195.00	2-10#	1.34	0	1.38	414.00
	26	turkey frank 10/1	25	10#	6.10	7	6.74	168.55	10# 6#	4.82	7	4.94	205.83
	27	turkey links 10#	25	10# 1/2 A link	0.64	7	0.68	167.00	2-22# 24#	0.67	7	0.72	373.00
	28	hot links 4 oz	25	10#	9.22	7	9.87	246.64	10# 1/2 1/2	35.21	7	38.74	742.13
	29	ham broasted 3 oz sausage	25	10#	10.00	7	10.65	141.30	10#	25.2	7	27.87	440.35
	30	beef tips for beef stew	25	10#	20.25	0	20.25	506.25	10# 20 1/4	41.78	7	43.81	545.13
	31	chickapies, broasted 4 oz	50	10#	13.00	6	13.75	687.50	10#	11.88	7	12.89	644.51
	32	turkey Bologna, 10#	25	2-10#	14.80	0	14.82	370.55	2-10# 2 7/4 1/2	12.65	7	13.54	483.55
	33	ham loaf	15	10#	12.10	7	12.95	194.25	10#	16.30	8	17.67	265.03
	34	chicken leg quarters	20	10#	8.20	6	8.76	655.12	10#	15.11	3	15.56	1031.6
	Canned Fruit, All Provisions						0.00	0.00				0.00	0.00
	35	peaches sliced	10		17.00	7	18.19	363.80		29.50	9	32.04	320.35
	36	peaches sliced	30		17.29	7	18.60	558.00		22.05	8.5	21.47	794.00
	37	pineapple sliced	5		15.00	7	16.05	80.25		15.71	8.5	16.89	84.47
	38	apples, sliced	25		15.80	7	16.90	422.50		15.06	8.5	16.64	422.07
	39	apples, core	15		11.50	7	12.34	185.14		12.45	8.5	13.51	202.62
	40	mixed fruit	30		21.48	7	23.50	704.00		24.56	8.5	26.76	802.30

Bidder	Item No	Description	Est Annual Usage Cs	PYAMONARCH				THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV INC
				Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	
	41	peas, sliced	20	18.46	7	19.78	395.69	18.44	8.5	20.51	410.15	
		Canned Vegetables, 60/10 cans/case				0.30	5.00			0.30	5.00	
	42	mixed vegetables	15	13.37	7	14.38	215.77	13.37	8.0	14.50	217.50	
	43	small green peas	15	17.55	7	18.88	283.20	18.35	8.5	20.29	304.35	
	44	green beans	20	11.53	7	12.37	247.69	11.59	8.5	12.66	253.20	
	45	yellow sq.ash cut	15	14.45	7	15.46	231.92	14.57	6.5	15.50	232.50	
	46	corn, whole kernel	35	17.70	7	18.94	662.97	18.27	8.5	20.02	700.70	
	47	corn, cream style	15	14.70	7	15.73	235.95	14	8.5	15.52	232.80	
	48	red kidney beans	30	11.07	7	11.90	357.00	11.98	8.5	12.91	387.27	
	49	corn and beans	30	11.38	7	12.18	365.40	10.72	8.5	11.63	348.90	
	50	potatoes, whole, 100/220 ct	20	20.99	7	22.35	447.00	20.10	8.5	21.84	436.80	
	51	potatoes, instant	10	25.89	7	27.57	275.70	25.61	8.5	27.62	276.15	
	52	onion greens, chopped	20	10.88	7	11.59	231.70	11.45	8.5	12.45	249.00	
	53	potatoes, sliced	30	9.86	7	10.65	319.50	10.90	8.5	11.81	354.30	
	54	tomatoes, peeled	10	8.00	7	8.58	85.80	9.2	8.5	10.74	107.40	
	55	tomato sauce	10	9.89	7	10.60	106.00	12.93	8.5	13.94	139.40	
	56	tomato catsup	30	11.79	7	12.62	378.60	12.07	8.5	13.10	393.00	
	57	beans, sliced	15	11.55	7	12.37	185.55	13.70	8.5	14.83	222.45	
	58	sausage, sliced	15	13.98	7	14.85	222.75	14.54	8.5	15.79	236.85	
	59	asparagus	20	32.21	7	34.48	689.60	35.87	9	39.10	782.00	
	60	medium peas	10	28.10	7	30.21	302.07	33.25	8.5	36.09	360.87	
	61	carrots, cut	20	11.37	7	12.17	243.40	13.56	8.5	14.71	294.20	
	62	lima beans	15	13.37	7	14.37	215.55	13.61	8.5	14.81	222.15	

Bidder		PYAMONARCH						THOMAS & HOWARD COMPANY					MILTON'S FOOD SERVICE INC	
Item No	Description	Est Annual Usage Cts	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount		
63	sweet potatoes (yams)	16		14.21	7	15.27	728.38		15.4	8.5	16.71	269.64		
Fresh Dairy Products							0.00	0.00				0.00	0.00	
64	cheese, cheddar, sliced, 1/2"	20	4.00	25.65	7	27.48	549.65	4.00	26.7	8	28.52	450.00		
65	margarine, 50015 grams	10		12.00	7	12.84	128.40		15.67	8	16.92	169.24		
68	margarine 50015 g	100		8.14	7	8.71	870.99		8.20	8	8.90	888.92		
Gelatin, Toppings and Puddings							0.00	0.00				0.00	0.00	
67	lemon pudding, 50010 containers	20		21.90	8	23.51	470.88		17.27	8.5	18.74	374.73		
51	blueberry pie filling, 50010 containers	20		52.74	8	56.90	1138.00		59.73	8.5	64.81	1296.14		
50	cherry pudding, 50010 containers	20		43.24	8	46.95	939.00		44.78	8.5	48.69	973.73		
70	chocolate pudding, 50010 containers	85		7.63	7	8.25	862.71		17.36	8.5	18.81	584.42		
71	vanilla pudding, 50010 containers	30		17.49	7	18.78	563.70		17.34	8.5	18.81	564.42		
72	red, white, assorted, 12.28 oz package	5	Private Agency	12.87	7	13.85	69.25		10.34	8.5	11.33	72.64		
Frozen Vegetables							0.00	0.00				0.00	0.00	
73	broccoli, chopped	10	30# bag	19.57	7	20.94	209.40	30# bag	19.05	8	19.85	198.50		
74	cauliflower, chopped	10	20#	8.45	7	9.09	90.90	20#	14.7	8	15.98	159.78		
75	onion, rings	10	10#	14.00	7	14.98	149.80	10#	16.17	8	17.57	175.70		
76	hash browns, 85 count, frozen	20	20#	9.03	7	9.85	197.00	20# (case 5401-1)	11.11	8	12.01	108.17		
77	flour, white, 50# weight	15	50#	9.33	7	10.02	150.30	50#	10.16	8	10.94	164.10		
78	flour, white	10	30#	12.53	7	13.61	136.10	30#	13.6	8	14.70	147.00		
Baking Products							0.00	0.00				0.00	0.00	
79	sugar, bulk	150	50# bag	13.79	8	14.92	2238.00	50# bag	14.31	8.5	15.50	2325.00		
80	vanilla mix, bag or box	450	15/15#	19.30	8	21.10	211.50	15/15#	17.75	8.5	19.26	187.95		
81	flour, plain	50	25#	4.75	6	5.04	251.75	25#	3.75	8.5	4.07	203.44		

Bidder	PYAMONARCH							THOMAS & HOWARD COMPANY					MILTON'S FOOD SERV INC
	Item No	Description	Est Annual Usage Cts	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	
	82	four, soft-rolling	50	25#	6.26	5	6.57	328.75	25#	6.75	5.5	6.75	337.44
	83	cornmeal, soft-rolling	50	25#	3.27	5	3.53	176.52	25#	3.87	5.5	4.42	221.02
	84	rice, individual packs	12	2000 count	6.81	7	7.17	86.07	2000 count	6.85	5.5	7.25	87.02
	85	brown gravy mix	13	8-1# 12-1#	16.45	7	18.14	235.82	8-1#	18.95	5.5	19.92	259.21
	86	chicken gravy mix	13	8-1# 12-1#	23.35	7	24.95	324.40	8-1#	22.75	5.5	24.08	313.04
	87	black pepper, bulk	8	5#	15.75	7	16.85	134.80	5#	16.07	6.5	17.04	136.32
Spices, specific size													
	88	lambon sauce	12	1# 12 oz	15.45	8	17.07	204.84	1#	9.45	6.5	7.00	84.00
	89	crushed red pepper	12	12 oz	4.38	5	4.74	56.88	12 oz	4.48	6.5	4.85	58.20
Rice, Macaroni and Beans													
	90	Macaroni, 20 or 25 lb	375 lb	20# box	8.75	7	9.47	354.25	20#	10.02	6.5	11.52	432.00
	91	lima beans, 20 or 25 lb	375 lb	20# box	10.45	7	11.16	418.50	20#	14.9	6.5	15.74	592.50
	92	green lima beans, 20 or 25 lb	375 lb	20# box	8.38	7	8.99	314.75	20#	10.44	6.5	11.35	415.50
	93	pinto beans, 20 or 25 lb	375 lb	20# box	7.07	7	7.51	281.63	20#	10.13	6.5	10.59	394.00
	94	rice	15	25#	7.47	7	7.85	117.75	25#	8.51	6.5	9.27	139.05
	95	penne	15	20#	3.21	7	3.78	56.70	20#	11.48	6.5	12.43	186.45
	96	macaroni	10	20#	3.21	7	3.78	37.80	20#	11.47	6.5	12.44	124.40
	97	egg noodles 10 lb	10	10#	3.03	7	3.45	34.50	10#	7.72	6.5	8.35	83.50
Soups, 12-50 oz													
	98	vegetable	4		23.85	6	25.13	100.52		26.87	6.5	28.43	113.72
	99	tomato	4		21.05	6	22.34	89.36		24.83	6.5	26.77	107.08
	100	chicken noodle	3		25.00	6	26.49	79.47		27.4	6.5	29.75	89.25
	101	cream of mushroom	12		26.45	6	28.07	336.84		30.04	6.5	32.59	391.08

Bidder		PYRAMONARCH							THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV INC
Item No	Description	Est Annual Usage Cts	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount			
Conditions, Drawings, Specs, Jelly					0.00	0.00			0.00	0.00			
102	apple butter, 5#10 can/case	5	case	22.12	7	22.62	113.10	case	no bid				
103	apple jelly, 5#10 can/case	20	case	21.21	7	22.50	450.00	case	25.2	5.0	27.24	544.84	
104	grape jelly, 5#10 can/case	20	case	21.24	7	22.54	450.80	case	25.2	5.0	27.24	548.84	
105	pear & plum, 5#10 can/case	20		21.00	7	22.10	442.00	case	17.62	5.0	18.50	370.00	
106	mayonnaise	75	4 1/2 gal	4.65	8	5.01	375.75	4 1/2 gal	10.54	11.5	11.87	890.25	
107	margarine	4	4 1/2 gal	2.82	7	3.00	12.00	4 1/2 gal	5.65	8.5	6.13	24.52	
108	colicaria dressing	6	4 1/2 gal	15.42	7	16.35	98.10	4 1/2 gal	7.45	8.5	8.14	48.84	
109	Flour dressing mix, 1-1 gal	2	12-3.2 oz	13.65	7	14.55	29.10	12-3.2 oz	8.51	8.5	9.16	18.32	
110	apple, pineapple and walnuts	10	5 1/2 gal	3.60	7	3.84	38.40	5 1/2 gal	12.60	8.5	13.54	135.40	
111	mayonnaise, 1/2 pint, oil packed	7	1 qt	6.40	7	6.78	47.46	1 qt	8.78	8.5	9.43	66.01	
112	French Raisin cake	10	24.8 oz	10.54	7	11.28	112.80	24.8 oz	8.19	8.5	8.72	87.20	
Cereals, cake, specify size					0.00	0.00			0.00	0.00			
113	corn flakes, 1 qt	15	4 1/2 qt	6.94	7	7.42	111.30	4 1/2 qt	14.00	8.5	15.14	227.10	
114	flaked cereal, 50 lb	15	50 lb	21.01	7	22.48	337.20	50 lb	24.50	8.5	26.54	398.10	
115	oatmeal 12-42 oz	5		24.30	7	25.61	128.05		25.3	8.5	27.45	137.25	
116	grits 75 lb or 50 lb	50 lb		4.40	7	4.68	234.00		5.65	8.5	6.07	303.50	
Coffee, tea													
117	Murphy-Murphy coffee	3600	1.25 oz 12-1.25 oz	12.42	5	13.04	46944.00	1.25 oz 12-1.25	15.63	8.5	16.95	60522.00	
118	tea bags	25	50 1/2 oz	8.30	5	8.72	218.00	50 1/2 oz	8.23	8.5	8.80	220.00	
Miscellaneous													
119	cream sugar, bag 50 lb	10		26.50	7	28.10	281.00		26.22	8.0	28.45	284.50	
120	vanilla wafers, case, specify size	305 lb		7.16	7	7.66	2335.80		6.80	8.5	7.32	2232.60	

Bidder		PYAJMONARCH							THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV INC	
Item No	Description	Est Annual Usage Cts	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount		
121	walnuts	50	500-2 pt	5.23	7	5.51	440.50	500-2 pk	9.25	4.5	10.69	534.50		
122	Galena orange	60	24*11.5 oz 20-11.6	5.18	6	5.73	583.80	24*11.5 oz	9.56	9	10.75	644.84		
123	Galena lemon 110	60	24*11.5 oz 20-11.6	8.18	8	8.73	523.80	24*11.5 oz	5.56	9	6.75	644.84		
124	chickening, solid	10	30*24 oz	5.28	7	5.62	174.20	30*24 oz 25/14-14	8.58	8.5	12.09	118.56		
125	chickening, clean vegetable, liquid	10	35 lb	5.75	7	6.08	468.10	35 lb	10.49	8.5	11.78	629.90		
128	potato chips	40	8*16 bags	6.10	7	6.67	546.80	8*16 bags	8.32	4.5	9.10	352.10		
Related Products														
127	knives med w/ plastic	60	1000 ct	12.50	7	13.43	805.70	1000 ct	6.00	9	6.59	395.40		
129	knives med w/ plastic	10	1000 ct	7.00	7	7.49	74.90	1000 ct	5.85	9	6.39	64.00		
129	colossal items	5	1000 ct	4.74	7	5.07	25.35	1000 ct	5.26	9	5.73	28.67		
130	brown paper bags, 5 lb	5	500 ct 16" x 20"	11.44	5	12.38	61.90	500 ct	7.96	9	8.66	43.30		
131	plastic wrap heavy duty, 18" x 20"	2	600 ct	10.21	8	11.07	71.57	each	12.00	9	13.23	99.65		
132	plastic wrap heavy duty, 12" x 20"	3	600 ct	9.10	8	9.83	29.49	each	5.4	9	6.18	20.47		
133	aluminum foil heavy duty, 18" x 5'	3	each	21.29	8	23.14	69.51	each	21.50	8	23.75	71.25		
134	aluminum foil heavy duty, 12" x 1'	3	each	20.52	8	22.49	67.47	each	20.74	10	22.41	118.30		
135	garbage bags	12	8*100	18.54	8	20.18	242.17	8*50	14.51	9	16.14	193.71		
136	sandwich bags, clear plastic, 500 ct	4	1000 ct 16" x 20"	7.99	8	8.63	34.52	1000 ct	13.35	9	14.60	58.38		
137	cupc w/ foam 2 oz	5	500 ct 140 ct	9.24	5	10.00	25.10	500 ct	9.80	6	10.85	54.25		
Fresh Produce and Eggs														
138	potatoes, 5 x 5	55	200 CT	11.70	10	12.87	707.65	200 ct 2 1/2" dia	5.74	6	6.25	113.80		
139	potatoes	62	400	10.10	10	11.11	688.62	400	12.24	5	13.27	837.40		
140	egg case	10	24 head	17.55	10	19.31	219.50	24 head	14.34	8	15.54	242.08		
141	cabbage	25	500	8.65	10	9.54	238.50	500	6.51	6	7.03	216.08		

Bidder		PYA/MONARCH						THOMAS & HOWARD COMPANY				MILTON'S FOOD SERV INC
Item No	Description	Est Annual Usage Cs	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount	List pack size if bidding different size than specified	Unit Price	Handling Fee Percent	Delivered Cost	Extended Annual Amount
142	celery	40	6 ct	6.00	10	6.60	264.00	6 ct	6.78	8	7.32	292.90
143	carrots	15	50#	10.45	10	11.50	172.43	50#	14.08	8	15.22	228.26
144	potatoes, baking	25	80 to 90 ct 90 ct	10.45	10	11.50	287.38	80 to 90 ct	10.94	8	11.82	295.38
145	onions	20	50#	6.35	10	6.99	139.70	50#	8.07	8	8.72	174.31
146	honeydews	100	6-8 ct 5-9 ct	7.90	8	8.53	853.20	6-8 ct	10.95	8	11.83	1182.60
147	cantalopes	50	15-18 ct 15 ct	9.25	10	10.18	508.75	15-18 ct	14.05	8	15.17	758.70
148	apples	25	88 ct	17.65	10	19.42	485.38	88 ct	19.8	8	21.38	534.60
149	oranges	15	90 ct 100 ct	9.05	10	9.96	149.33	90 ct	11.47	8	12.39	185.81
150	broccoli	20	20#	14.65	10	16.12	322.30	20#	13.03	8	14.07	281.45
151	eggs	150	30 doz	12.00	8	12.96	1944.00	30 doz med	13.19	8	14.25	2136.78
	Subtotal						53838.66					58055.88
	S. C. Sales Tax (5%)						2691.93					2902.79
	Grand Total of Extended Amount						56530.59					60958.67

BIDDER	Quality Manufacturing		Smeal Fire Appartus, Co.		American LaFrance		Emergency One/Taylor Fire Group		Fire Attacher, Inc.	
	Per Truck	Extended	Per Truck	Extended	Per Truck	Extended	Per Truck	Extended	Per Truck	Extended
Base Bid - 2 Pumper Trucks	255,201.00	510,402.00	271,308.00	542,616.00	274,999.00	549,998.00	282,876.00	565,752.00	303,221.59	606,443.18
SC Sales Tax - \$300/each	300.00	600.00	300.00	600.00	300.00	600.00	300.00	600.00	300.00	600.00
Total for pumpers	\$255,501.00	\$511,002.00	\$271,608.00	\$543,216.00	\$275,299.00	\$550,598.00	\$283,176.00	\$566,352.00	\$303,521.59	\$607,043.18
Option #1 - Delete Loose Equipment (Grand Total)	-39,126.00	-78,252.00	-43,896.50	-87,793.00	-40,354.00	-80,708.00	-42,518.00	-85,036.00	-52,438.59	-104,877.18
Option #2 - Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)	-1,400.00	-2,800.00		Same as last bid	-6,435.00	-12,870.00	-2,500.00	-5,000.00		(\$14,000.00) or (\$850.00) per person per trip
Addendum		Yes		Yes				Yes		Yes
Bib Bond		Yes		Yes		Yes		Yes		Yes
Delivery		300 Days		300 - 360 Days ARO		240 - 270 Days		90 - 120 Days ARC 300 Days ARO		300 Days ARO
Attended Bid Opening:	Marianne Dillard, Donna McAlister, John Mitchell, Roger Bailey, Ralph Milseps, Jeff Heaton, Dewitt Mize, Jess Neville									

OCONEE COUNTY RURAL FIRE CONTROL

415 S Pine Street
Walhalla, South Carolina 29691
Telephone: (864) 638-4220

Frank Broach
District 3

Jess Neville
District 2



Dewitt D. Mize
County Fire Marshal
Home: 972-3989

Charles Chalmers
District 1

Bobby Williams
District 4

Harry Tollison
District 5

RECEIVED

2000

OCONEE COUNTY
PURCHASING DEPT

TO: Marianne Dillard, Procurement Agent
FROM: Dewitt D. Mize, *Dewitt*
Fire Marshal
DATE: July 13, 2000

At the meeting of July 06, 2000, after much discussion, motion was made by Mr. Jess Neville, seconded by Mr. Harry Tollison to purchase 2 pumper fire trucks from Quality Fire Apparatus with Option 2 included. To include both options, total amount of both trucks - \$511,002.00. Vote was unanimous.

Thank you for your consideration of this matter.



COUNTY-WIDE FIRE PROTECTION AND PREVENTION

OCONEE COUNTY RURAL FIRE CONTROL

415 S Pine Street
Walhalla, South Carolina 29691
Telephone: (864) 638-4220

Frank Broach
District 3

Jess Neville
District 2



Dewitt D. Mize
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Charles Chalmers
District 1

Bobby Williams
District 4

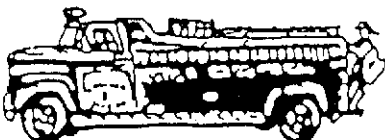
Harry Tollison
District 5

RECEIVED
JUL 11 2000
OCONEE COUNTY
PURCHASING DEPT

TO: Marianne Dillard, Procurement Agent
FROM: Dewitt D. Mize, *DFMC*
Fire Marshal
DATE: July 11, 2000

At the meeting of July 06, 2000, after much discussion, motion was made by Mr. Harry Tollison, seconded by Mr. Charles Chalmers to purchase pumper fire trucks fully equipped as the \$2000 charge of sales tax on \$40,000 of equipment would outweigh any savings earned from putting equipment out to bid. Vote was unanimous.

Thank you for your consideration of this matter.



COUNTY-WIDE FIRE PROTECTION AND PREVENTION

BID NO. 99-53

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Quality Manufacturing, Inc.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two 2001 Freightliner FL-80, Class A, 1250 GPM pumper trucks with a compressed air foam system .

Qty.	Item	Per Truck	Extended
BASE BID 2	PUMPER TRUCK	\$ <u>255,201.00</u>	\$ <u>510,402.00</u>
S. C. Sales Tax		\$ 300.00/each	\$ <u>600.00</u>
Total for pumpers			\$ <u>511,002.00</u>
Option #1 - Delete Loose Equipment (grand total)			\$ <u>(39,126.00 per truck</u>
Option #2 - Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)			\$ <u>(1,400.00 per truck</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>6/13/00</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 900 calendar days

Bidding Organization: Quality Manufacturing, Inc.

Mailing Address: 1420 Nimitz Avenue

Signature of Bidder's Representative: Mike Watts

Print Name of Bidder's Representative: Mike Watts

Title: National Sales Manager Date: June 23, 2000

Telephone: 256-362-9280 Fax: 256-362-9299

BID NO. 99-53

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Smeal Fire Apparatus Company
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two 2001 Freightliner FL-80, Class A, 1250 GPM pumper trucks with a compressed air foam system .

Qty.	Item	Per Truck	Extended
BASE BID 2	PUMPER TRUCK	\$271,308.00	\$542,616.00
S. C. Sales Tax		\$ 300.00/each	\$ 600.00
Total for pumpers			\$543,216.00
Option #1 - Delete Loose Equipment (grand total)			\$(87,793.00)
Option #2 - Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)			\$(Sum - w/last Bid)

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>6-13-00</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 300-360 A.R.O.

Bidding Organization: Smeal Fire Apparatus

Mailing Address: Box 8 Snyder NE 68664

Signature of Bidder's Representative: Ray Bailey

Print Name of Bidder's Representative: Ray Bailey

Title: Dealer Date: 6-26-00

Telephone: 706-692-7320 Fax: 706-692-2344

BID NO. 99-53

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The AMERICAN LAFRANCE CORP.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two 2001 Freightliner FL-80, Class A, 1250 GPM pumper trucks with a compressed air foam system .

Qty.	Item	Per Truck	Extended
BASE BID 2	PUMPER TRUCK	\$ <u>274,999.00</u>	\$ <u>549,998.00</u>
S. C. Sales Tax		\$ 300.00/each	\$ 600.00
Total for pumpers			\$ <u>550,598.00</u>
Option #1 - Delete Loose Equipment (grand total)			\$ (<u>80,708.00</u>)
Option #2 - Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)			\$ (<u>12,870.00</u>)

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 240-270 CALENDAR DAYS

Bidding Organization: AMERICAN LAFRANCE

Mailing Address: 11710 STATESVILLE BLVD. CLEVELAND, NC. 27013

Signature of Bidder's Representative: Scott Hornberger

Print Name of Bidder's Representative: SCOTT HORNBERGER

Title: SALES ADMIN. MANAGER Date: JUNE 26, 2000

Telephone: 704-278-6210 Fax: 704-278-6221

BID NO. 99-53

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The Taylor Fire Group, LLC / Emergency One, Inc.
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two 2001 Freightliner FL-80, Class A, 1250 GPM pumper trucks with a compressed air foam system .

Qty.	Item	Per Truck	Extended	
BASE BID	2	PUMPER TRUCK	\$ <u>282,876.00</u>	\$ <u>565,752.00</u>
S. C. Sales Tax		\$ 300.00/each	\$ <u>600.00</u>	
Total for pumpers			\$ <u>566,352.00</u>	
Option #1 – Delete Loose Equipment (grand total)			\$ <u>(85,036.00)</u>	
Option #2 – Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)			\$ <u>(5,000.00)</u>	

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>06/13/00</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 90-120 Days ARC (Approx. 300 Days ARO)

Bidding Organization: Taylor Fire Group, LLC / Emergency One, Inc.

Mailing Address: P.O. Box 1116 Bennettsville, SC 29512

Signature of Bidder's Representative: *David Knight*

Print Name of Bidder's Representative: David Knight

Title: Apparatus Sales Coordinator Date: 06/26/00

Telephone: (800) 741-7410 Fax: (843) 479-3873

BID NO. 99-53

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

~~The~~ Fire Attacker, Inc.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two 2001 Freightliner FL-80, Class A, 1250 GPM pumper trucks with a compressed air foam system .

Qty.	Item	Per Truck	Extended
BASE BID 2	PUMPER TRUCK	\$ <u>303,221.59</u>	\$ <u>606,443.18</u>
S. C. Sales Tax		\$ 300.00/each	\$ <u>600.00</u>
Total for pumpers			\$ <u>607,043.18</u>
Option #1 - Delete Loose Equipment (grand total)			\$ <u>(104,877.18)</u>
Option #2 - Delete travel expenses for Preconstruction Conference and Final Inspection (L.S.)			\$ <u>(14,000.00)</u> -OR-

\$850.00 Per Person Per Tr

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>6-14-00</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 300 Working Days After Receipt of Order

Bidding Organization: Fire Attacker, Inc.

Mailing Address: P.O. Box 128; Petersburg, MI 49270

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: Marty Mohr

Title: Factory Sales Manager Date: June 22, 2000

Telephone: 800-860-3066 Fax: (734) 279-1916

\$1500000 at 6% - 5years

Monthly Payment	28,999.20
2001 FY	318,991.20
Full Annual Payment	347,990.40

\$1500000 at 6.5% - 5years

Monthly Payment	29,349.22
2001 FY	322,841.42
Full Annual Payment	352,190.64

\$1500000 at 7% - 5years

Monthly Payment	29,701.80
2001 FY	326,719.80
Full Annual Payment	356,421.60

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2000-10

TITLE: THIS ORDINANCE SHALL BE KNOWN "AS AN ORDINANCE SETTING FORTH ROCK PRICES AT THE OCONEE COUNTY ROCK CRUSHER"

WHEREAS, the Oconee County Council adopted a plan to update the Oconee County Rock Crusher on September 21, 1999; and

WHEREAS, this plan calls for a policy to be established to determine the sales price of materials with a semiannual review of prices of other quarries; and

WHEREAS, upon recommendation of the Oconee County Rock Crusher Director, Oconee County Council has made a determination that rock prices at the crusher need to be changed and prescribes the following prices for Rock Crusher Materials:

Crusher Run Stone:	\$6.00 per ton
2" X 3" Clean Stone:	\$7.25 per ton
Screenings:	\$5.90 per ton
½" X 1" Clean Stone:	\$7.25 per ton
789 Pea Gravel:	\$7.25 per ton
4" X 8" Surge Stone:	\$9.25 per ton
Rip Rap:	\$9.25 per ton
Asphalt Sand:	\$5.90 per ton

APPROVED & ADOPTED on first reading this 20th day of June, 2000 by a vote of 4 – 0.

Opal O. Green

MEMORANDUM

TO: COUNCIL MEMBERS

FROM: OPAL

DATE: 7/13/00

ATTACHED PLEASE FIND A COPY OF THE PROPOSED ORGANIZATIONAL ORDINANCE WHICH IS ON THE AGENDA FOR SECOND READING.

ALSO, PLEASE BE SURE TO BRING THE COURTHOUSE INFORMATION WITH YOU TO THE COUNCIL MEETING.

THANKS

/OG

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE COUNTY
ORDINANCE 2000-06**

ARTICLE I: REPEAL

Ordinance 85-1 is hereby repealed, as well as any other Ordinance or provision or portion of any Ordinance in conflict herewith.

ARTICLE II: FORM OF GOVERNMENT

The form of government for Oconee County shall be the Council-Supervisor form of Government. The County Council shall consist of five (5) members elected from single member districts, the boundaries of which shall be determined by the County Council. The Chief Administrative Officer of County Council shall be the Supervisor, who shall serve as Chairman of County Council and will vote only in the event of a tie vote of Council.

ARTICLE III: COUNCIL OFFICERS

3.1: In General:

The Supervisor of Oconee County shall act as Chairman of Oconee County Council and the Council shall elect a Vice Chairman from its own number to serve in the absence of the Supervisor. The County Council shall appoint a person, not a member of Council, to serve as Clerk for an indefinite term and to perform such duties as shall be assigned to the Clerk by the Council and its members, including the Supervisor-Chairman.

3.2 Supervisor-Chairman:

The Supervisor shall serve as the presiding officer of the Council, voting in case of Council tie, and he shall be responsible for preparation of an annual operating and capital improvement budget for submission to Council, as well as recommend measures for consideration for adoption as Ordinances and Resolutions by Council. PROVIDED, HOWEVER, nothing herein shall prevent any Council Member, upon motion, duly seconded, from introducing Ordinances or Resolutions for consideration by Council. The Supervisor shall execute on behalf of Oconee County and the Oconee County Council all Ordinances, Resolutions, Directives, Deeds, Bonds, Contracts and other official instruments and documents and shall have such other duties and perform such other functions as set forth in these Rules, as provided by the Statutory Law of the State of South Carolina, and such other functions as may be required or authorized by Oconee County Council.

3.3: Vice Chairman

The Council shall, at its initial meeting in January following the general election, elect one of its own members to serve as Vice Chairman for a two (2) year term. In the event the Supervisor-Chairman is absent or unable to serve, the Vice Chairman shall serve as Chairman in his stead and shall be empowered to do all things required and authorized of the Chairman according to these rules and such other requirements as may be set forth by Council, but when he is acting in the capacity of Chairman, he shall vote only in the event of a Council tie.

3.4: Clerk

Upon the appointment of a person as Clerk of County Council by a majority of the County Council present and voting, the Clerk shall have, inter alia, the following duties:

3.4.1: To attend all meetings of Council and to prepare, distribute and record all minutes, agenda, notices and other proceedings.

3.4.2: To prepare in final form, as adopted, all Ordinances and Resolutions of Council and, upon their adoption, to keep a permanent record thereof and to make such record available for public inspection and duplication, and to file copies thereof in the Office of the Clerk of Court of Oconee County.

3.4.3: To maintain a register of all proposed Ordinances and Resolutions, assigning to them a number and arranging them in the order of introduction.

3.4.4: To be the official custodian of the Official Seal of the County Council and to attest to the signature of the Chairman upon all Ordinances, Resolutions, Directives, Deeds, Leases, Bonds, Contracts and other legal instruments enacted or executed by the Supervisor-Chairman of the Council on behalf of Oconee County, binding the County to the terms thereof.

3.4.5: To handle all official correspondence of the Council as may be directed by Council or the Chairman thereof.

3.4.6: To record and to be the official responsible for maintaining a record and list of County Boards, Commissions and Authorities appointed by Council, the Legislative Delegation or the Governor of the State of South Carolina, which record shall include the membership of each Board, Commission and Authority and the expiration date of the term of each member. In this regard, all resignations from any such Board, Commission or Authority shall be made to the Clerk who shall promptly inform the appropriate authorities of such resignation. Furthermore, it shall be the duty of the Clerk to inform appropriate authorities of the expiration date of the term of any member of any such Board, Commission or Authority within ninety (90) days prior to the expiration of such term.

3.4.7: To do all things under the direction and supervision of the Supervisor-Chairman; to assist the Council and the Supervisor in the performance of their duties, and to perform such other duties as may be directed by the County and by the Supervisor-Chairman.

ARTICLE IV: BOND OF OFFICERS AND EMPLOYEES

Each county employee shall be covered by a blanket fidelity bond issued by a surety company authorized to do business in the State of South Carolina in the penal sum of not less than \$100,000, payable to Oconee County upon or in the event of a loss by the County resulting from misconduct of the part of such employee.

Further, all elected County Officials and all other employees, if any, not covered under the blanket bond shall execute an individual bond in the penal sum as shall be determined by County Council.

The cost of such bonds shall be borne by Oconee County as an expense of the operation of its government.

ARTICLE V: TREASURER AND AUDITOR

The Treasurer and Auditor of Oconee County shall be elected in the general election held every four (4) years concurrent with an in the same year as the Presidential election, and they shall take office on July 1st following such general election. Such Officers shall take office commencing on July 1st following their election and terminating on June 30th of the fourth ensuing year thereafter. The Treasurer and Auditor of Oconee County shall execute a fidelity bond in favor of Oconee County, secured by a surety company authorized to do business in the State of South Carolina, in such sums as may be hereafter directed from time to time by County Council through its Supervisor-Chairman.

ARTICLE VI: OTHER OFFICERS AND DEPARTMENT HEADS

6.1: Ratification

Oconee County Council hereby ratifies and reaffirms the creation of an Office of Purchasing, County Building Inspector, Tax Assessor and Finance, and those persons holding such offices shall perform duties specified in the Ordinances creating the office, together with such other duties as may be assigned to them from time to time by the Supervisor or as may be assigned to them by appropriate Ordinance adopted by Oconee County Council.

6.2: Finance Director

The Office of Comptroller created by 1933 AJR pp. 66 et seq., is hereby abolished and the Office of Finance as authorized herein shall have those duties assigned to it by the Supervisor and shall include, inter alia, the responsibility for the budget preparation, grant preparation, as well as maintenance of such County fiscal records as may be required by the Supervisor.

6.3: Personnel Coordinator

There shall be designated a Personnel Coordinator, who shall be responsible for maintenance of payroll, insurance and personnel records. Such Personnel Coordinator shall not be a department head, and shall work under the direction of the Supervisor.

6.4: Department Heads

All Department Heads shall be appointed by and serve under the direct supervision of the Supervisor as the Chief Administrative Officer of the County Government. These officers shall serve for an indefinite term. They shall be appointed and discharged by the County Supervisor and shall not be removed by County Council except by a two-thirds vote of the members of Council present and voting.

6.5: County Attorney & County Physician

The Supervisor-Chairman shall, at the first new Council meeting following the general election, appoint a member of the Oconee County Bar to serve as County Attorney, and a physician or a group of physicians engaged in the active practice of medicine in Oconee County to serve and act as County Physician(s), for an indefinite term.

ARTICLE VII: MEETINGS OF COUNCIL

7.1: Meetings

The Council shall hold its regular meetings for the transaction of official business at least twice each month and the time and place of such meetings shall be the first Tuesday each month at 7:00 PM and the third Tuesday at 3:00 PM, at the Oconee County Council Chambers, Walhalla, SC. Special meetings may be held at such time as the Chairman may direct, provided that no special meeting shall be held unless the Chairman shall cause all Council Members to be notified and give twenty-four (24) hours public notice of the hour, date and place of such meeting. PROVIDED HOWEVER, that with the consent of all members of the Council, notice of any emergency meeting may be waived. Publication of a special meeting by posting the same in three (3) public places, one of which shall be the bulletin board of the Oconee County Courthouse, shall be sufficient publication for the requirements of this section. Three (3) members of the County Council shall constitute a quorum for the transaction of official business. The Vice Chairman shall vote on all questions, Resolutions and Ordinances presented to the Council for its action by the Supervisor-Chairman. The Supervisor-Chairman shall vote thereon only to resolve a tie vote. All meetings shall be open to the public in accordance with the South Carolina Freedom of Information Act, as amended from time to time.

7.2: Conduct of Meetings

7.2.1: Should any person, group or organizations request to be heard upon any matter at a regular or special meeting of the Council, such person, group or organization shall request the Clerk to place such matter on the agenda for the meeting by 12:00 noon on the Thursday preceding the Council meeting on Tuesday. This requirement may be waived by the Chairman in the case of great urgency if the matter is presented in writing and every member of the Council provided with a copy prior to the commencement of the meeting or as otherwise specified on the agenda. As a matter of general policy, any person, group or organization shall be referred to the Chairman of the Committee of Council under whose area of interest or jurisdiction the subject falls or resides. If the subject cannot be resolved by the Committee Chairman, (s)he will request the Council Clerk to place the person, group or organization on the agenda.

7.2.2: The Clerk shall be responsible for and prepare a copy of an official agenda and a copy thereof shall be provided to every member of Council and to the local news media at least seventy-two (72) hours prior to the Council Meeting, unless matters of urgency are added to the agenda prior to the time set for a meeting of Council, but at such proximity to the time set for such meeting as to make it impossible to have the same included in the written copy of the agenda.

7.2.3: No matter shall be entered upon the agenda or heard by the Council unless the same is within the authority and jurisdiction of the Council. Provided, however, the Council may entertain requests that it make recommendations to other governmental bodies, departments or agencies.

7.2.4: When any person or persons are heard by Council as provided herein, such person or persons, when they have completed their presentation, shall be seated and no person or persons other than a member of Council or its Chairman shall be recognized to make any statement on such a matter unless requested to do so by the Council or any member thereof through the Chairman.

7.3: Parliamentary Procedure

Pertaining to the conduct of all meetings of the County Council, the following procedures shall generally apply:

7.3.1: All questions of order shall be determined by the Chairman in the first instance, without debate, or with such debate as the Chairman in his discretion may permit, but any member may appeal the decision of the Chairman to the membership of the Council and such appeal shall be decided upon by a majority vote of the Council present and voting.

7.3.2: All motions, except to adjourn, to recess and to table shall be debatable.

7.3.3: At the request of any two (2) members of Council a roll call vote shall be ordered upon any question, whereupon the Clerk shall call the roll and take the names of those who voted "aye" and of those who voted "no", which the Clerk shall enter into the minutes. Any member may have his vote recorded on any question.

7.3.4: No member shall vote on any matter in which he has a personal or financial interest. Any member shall be deemed to have a personal or financial interest if:

a] He has such an interest individually, or if a member of his immediate family, i.e., brother, sister, direct ancestor or direct descendant, has such an interest;

b] He is an officer or director of a corporation which has an interest in or owns more than ten percent (10%) of the outstanding stock in a corporation having such an interest;

c] He cannot, for any reason, render a fair, unbiased or impartial judgement in the matter.

7.3.5: No motion shall be debated until it shall have been stated by the Chairman or **Council Clerk**. Any motion, if desired by the Chairman or any other member, shall be reduced to writing and delivered to the Chairman and read before it shall be debated.

7.3.6: A question before the Council may be suspended by (i) a question of order; (ii) a question of privilege; and (iii) a question of taking a recess.

7.3.7: When a question is under debate, no motion besides those mentioned in the next preceding rule shall be received, except (i) to adjourn or recess; (ii) to lay on the table; (iii) for the previous question; (iv) to adjourn debate to a subsequent meeting; (v) to commit or recommit; (vi) to strike out the ordaining or resolving words; or (vii) to amend.

7.3.8: A motion to strike out the ordaining words of an Ordinance or the resolving words of a Resolution shall have precedence over a motion to amend, and if carried, shall be considered the equivalent of rejection.

7.3.9: Motions to adjourn, to recess and to recess subject to the call of the Chair shall always be in order except while the Council is actually engaged in deciding a question.

7.3.10: The Chairman, in the absence of the Vice Chairman, or the Vice Chairman, if presiding, may name a member to fill his place during an occasional absence from the Chair, but such substitution shall not be extended beyond an adjournment. In the absence of the Chairman and the Vice Chairman, the Council shall elect an acting Chairman to serve until the return of the Chairman or Vice Chairman. On all matters which may come before the Council for determination, excepting those instances of disqualification as provided by Article VIII, §8.3 hereof, the presiding officer of the Council either permanent or temporary, shall vote and cast his ballot as any other member.

7.3.11: When a member of Council receives any information or is presented with any matter which will ultimately require action by the Council, he shall promptly report such matter to the Chairman for further action by the Council. A member of Council may **also** present a matter to a Committee of Council for action by said Committee.

7.3.12: In all particulars not determined by these Rules or by law, the Chairman or other presiding officer shall be guided by previous usage of the Council or by parliamentary law and procedure as it may be collected from Roberts Rules Of Order.

ARTICLE VIII: ORDINANCES AND RESOLUTIONS

8.1: To Be Approved As To Form:

Prior to introduction, all proposed Ordinances and Resolutions shall be submitted to the Clerk for registration in accordance with the provisions hereof. As used herein, the term "Ordinance" shall be an ordinance having the force of law, and the term "Resolution" shall mean a resolution having the force of law.

8.2: Written Form

All proposed Ordinances and Resolutions shall be in writing, either typed or printed, and in sufficient number of copies for each Member of Council to be provided with copies at the time of introduction of the proposal.

8.3: Adoption of Ordinances, Resolutions; Public Meetings

8.3.1: Ordinances: The Council shall take legislative action by Ordinance, which may be introduced by any member. With the exception of emergency Ordinances, all proposed Ordinances shall be read at three (3) public meetings of Council on three (3) separate days, with an interval of not less than seven (7) days between the second and third readings. All proceedings of Council shall be recorded and all Ordinances adopted by Council shall be compiled, indexed, codified, published by Title and made available to public inspection at the Office of the Clerk of Council. The Clerk of Council shall maintain a permanent record of all Ordinances adopted and shall furnish a copy of such record to the Clerk of Court of Oconee County for filing in that office. Except as otherwise provided for herein, all Ordinances and Resolutions shall be enacted by the affirmative vote of a majority of the Members of Council present and voting.

8.3.2: Public Hearings: Upon giving reasonable public notice (herein defined as not less than fifteen (15) days notice of the time and place of such hearings to be published in at least one newspaper of general circulation in the County), public hearings shall be held before final Council action is taken to:

- a] Adopt annual operational and capital budgets
- b] Make appropriations, including supplemental appropriations
- c] Adopt building, housing, electrical, plumbing, gas and all other regulatory codes involving penalties
- d] Adopt zoning and subdivision regulations
- e] Levy taxes; and
- f] Sell, lease or contract to sell or lease real property owned by the County

The Council may adopt standard code or technical regulations by reference thereto in the adopting Ordinance. The procedure and requirements governing such Ordinances shall be as prescribed for Ordinances listed in [a] through [f] above. Copies of any code or technical regulations shall be made available by the Clerk of Council for distribution or for purchase at a reasonable price.

8.3.3: Emergency Ordinances

To meet public emergencies affecting life, health, safety or the property of the people, Council may adopt emergency Ordinances, but such Ordinances may not levy taxes, grant, renew or extend a franchise, or impose or change a service rate. Every emergency Ordinance shall be designed as such and shall contain a declaration that an emergency exists and describe the emergency. Every emergency Ordinance shall be enacted by the affirmative vote of at least two-thirds (2/3) of the members of Council present and voting.

An emergency Ordinance shall be effective immediately upon its enactment without regard to any reading, public hearing, publication requirements or public notice requirements. Emergency Ordinances shall expire automatically as of the sixty-first (61st) day following the date of enactment.

8.3.4: Reading of Ordinances: If all members of Council are furnished copies of a proposed Ordinance or Resolution, a verbatim reading thereof shall not be required unless specifically requested by a Council Member. Further, in the absence of an objection by at least two (2) members, Ordinances may be adopted on first reading by title only, when the member making a motion to adopt shall explain to the satisfaction of Council (i) the purpose of the Ordinance; (ii) an outline of its provisions; and (iii) its effect, if any, upon existing Ordinances. The offering of such Ordinances by title only shall permit discussion thereof and when appropriate, the draft preparation of the Ordinance by the County Attorney or the Council Member introducing such Ordinance or submission to an appropriate Sub-Committee of Council for further study.

8.3.5: Resolutions: Resolutions of Council authorizing appropriate action by the Supervisor-Chairman, approving transfer of funds from the contingency fund to a particular line item or within a line item of any department, approval of purchases or similar contracts, inducement agreements for industrial revenue financing, recognition by Council of services on behalf of the County, State or of the United States, a statement of County policy or position concerning a single transaction or incident, and similar expressions of the will of the Council concerning the day-to-day operation of County government, may be adopted upon single reading, but such Resolutions shall be set forth in full in the minutes of the meeting or shall be presented in a written form in full in the minutes of the meeting or shall be presented in a written form to be included with the minutes indicating the adoption of such Resolution.

8.4: Amendments to Budget: After the adoption of the annual appropriation Ordinance, the County Council may, by Resolution, authorize transfer of funds from any contingency fund or funds provided in the appropriation Ordinance to meet and satisfy the needs of any particular department or to supplement a line item in the Appropriation Ordinance from such contingency fund or funds. Additionally, County Council may by Resolution transfer or authorize the transfer of funds from one particular line item from one department in the Appropriation Ordinance. PROVIDED, HOWEVER, notwithstanding any other provision hereof, transfer of funds from one department to another other than from the contingency funds provided for such purposes shall be accomplished only by means of Supplemental Appropriation Ordinance which shall be adopted only after hearings, including the publication requirements, as for the adoption of any Appropriation Ordinance.

8.5: Loans and Revenue Sharing Funds

8.5.1: Loans: By appropriate resolution and without the necessity or public hearings and notice requirements, Council may authorize temporary borrowing of funds required to meet the necessary expenses of the County as set forth in the original appropriations Ordinance only if the following requirements are satisfied and met:

That such borrowings are authorized by the Statutory Law of South Carolina, the Constitution of this State or, when appropriate under the provisions of the laws of the United States relating to the use and applications of revenue sharing funds.

8.5.2: Revenue Sharing Funds: Transfer of Revenue Sharing Funds from one purpose to another may be approved by Resolution of Council so long as such transfer does not constitute a major change in the Revenue Sharing Budget previously approved and adopted by Council after public hearing and notice. "Major Change" shall mean any change in the enacted Federal Revenue Sharing Budget which, on a cumulative basis, affects the greater of Two Thousand (\$2,000) Dollars of the entitlement funds contained in such budget OR twenty-five percent (25%) or more of the entitlement funds as originally enacted in the Revenue Sharing Budget for Oconee County. Should such change or transfer of Revenue Sharing Funds as originally provided for and directed in the Revenue Sharing Budget exceed this limitation, it shall require a Supplemental Revenue Sharing Budget hearing in the same manner and after due notice as provided for the adoption of the original Revenue Sharing Budget Ordinance.

8.5.3: By ordinance, Council may authorize tax anticipation borrowings and such obligation shall become due at such time as shall satisfy the requirements of the statutory Law of South Carolina and the loan shall be paid from taxes pledged to secure such borrowing.

8.5.4: Loans may be approved by appropriate Resolution from one County fund or funds provided for a particular line item to another, without public hearing, and including the Revenue Sharing Trust Fund, provided that such loans are repayable within six (6) months from the date of the loan and within the fiscal year in which the loan was effected. In the absence of such repayment a supplemental appropriations Ordinance together with public notice thereof must be undertaken, in which case such loan shall be considered transfers. If loans from the Revenue Sharing Trust Fund are not repaid, then a public hearing shall be held, together with appropriate notice, prior to any authorization of a waiver of such loan repayments and the same shall constitute an amendment of the Revenue Sharing Plan adopted after due notice and public hearing.

8.6: Ordinances and Resolutions to be Printed

Annually, all Ordinances and Resolutions of the Council passed during the proceeding twelve (12) months shall be printed and made available for public distribution by the Clerk.

8.7: Quorum

Unless otherwise provided, three (3) members of Council shall constitute a quorum of Oconee County Council.

Article IX: COMMITTEES:

9.1: Committees

The Council shall be comprised of five (5) standing committees as set forth below and such other committees as may be appointed from time to time by the Chairman. Each standing committee, except the Budget & Finance Committee shall consist of three (3) members of Council, one (1) of who shall serve as Chairman. All five (5) members of Council shall be appointed to the Budget & Finance Standing Committee. The Supervisor shall appoint the Chairman and standing committee members of each committee, with the approval of Council. The Chairman of each committee shall serve as Chairman for two (2) years unless removed by the Supervisor, with the approval of Council. Each Council Member shall chair at least one (1) **Standing** Committee. Each standing committee shall, at its first meeting, designate a Vice Chairman who shall perform the duties of Chairman in the event the Chairman is absent or unable to serve. Members of the Standing Committees shall serve for a period of two (2) years unless removed from such committee by the Supervisor, with the approval of Council. At all Standing Committee meetings, a quorum shall consist of at least two (2) members of such committee present.

9.2: Standing Committees

Standing Committees and the matters over which they shall have jurisdiction shall be as follows:

9.2.1: Personnel & Intergovernmental Committee

Personnel policies and procedures affecting the qualifications, selection, appointment, duties, compensation, tenure, discharge, seniority, promotion, retirement, awards, recognition and other matters relating to all county officials and employees (jurisdiction shall not extend to any elected official or any personnel employed in departments or agencies appointed by an authority outside county government), and including, but not limited to the following:

- a] Policies and procedures affecting hearings, appeals and grievances of county employees discharged from their duties;
- b] The coordination of administrative policies and procedures of County Departments, agencies, organizations and offices;
- c] County planning and land use; engineering activities of the Oconee County Planning and Development Commission;
- d] The airport and liaison with the Aeronautics Commission
- e] Liaison with and general supervision of, as well as to make recommendations for appointment of individuals to the separate and various Boards & Commissions of Oconee County and their related activities;
- f] Intergovernmental relations of all kinds and every type and nature;
- g] Council of State Government and its relations to Oconee County;
- h] The Appalachian Commission and all other governmental agencies which offer or may offer grants or assistance to individual county activities;
- i] Liaison with Oconee County School Board of Education and the Legislative Delegation of Oconee County; and all other like and similar matters

9.2.2: Budget & Finance Committee:

Property assessment; taxation, appropriations and expenditures; collection, receipt and disbursement of county funds; budgeting and accounting methods and procedures, capital improvements and programs; bonds and indebtedness; budget and accounting reports, frequency and format; and all related budget and fiscal matters.

9.2.3: Roads & Transportation Committee:

County roads, state highways, right of way protection and acquisition; condemnation; parking facilities; transportation facilities and services; traffic control; railroads and railroad facilities; roadside appearance, road improvement plans; policies and procedures; and all other related matters.

9.2.4: Purchasing, Contracting, Real Estate, Building & Grounds Committee:

Policies and procedures in all matters relating to the purchasing, contracting and payment of all equipment, supplies and services needed to operate and conduct the affairs and operations of the county; property, investment and accountability; purchasing and contracting records, reports and accounting procedures; and all related matters. Also, policies and procedures affecting the occupancy, use and maintenance of buildings, grounds and supporting parking facilities; the Courthouse, the jail; acquisition, disposition and lease of real estate and property; building codes, permits, plumbing and electrical regulations.

9.2.5: Law Enforcement, Safety, Health, Welfare & Services Committee:

Administration of County Courts, law enforcement, law library and related publications; judicial administration; crime detection and prevention; correctional facilities; disaster preparedness; and all other matters related to criminal justice and law enforcement. Also, policies and procedures affecting recreation, health, safety, welfare, parks, playgrounds, fire protection, museums, historic sites, libraries, agriculture, forestry, animals and wildlife, sanitation, garbage collection and disposal, county sewer, public utilities and subdivision regulations; and all other related matters. Also the juvenile services, social services; medical care and all other related matters.

9.3: Chairman-Supervisor to be Ex-officio Member

The Chairman-Supervisor shall be an ex-officio, non voting member of each Standing Committee.

9.4: Determination of Responsibility

Should any question arise **concerning the assignment to committee of any particular item, that assignment should be made in accordance with Robert's Rules of Order.**

ARTICLE X: SPECIAL MEETINGS

Upon motion and vote of those members present and voting at a regularly scheduled meeting of Council or upon written petition signed by at least three (3) members of County Council and delivered to the Supervisor-Chairman at least seven (7) days prior to the next regularly scheduled meeting of Council, the Chairman shall cause the subject matter of such petition or motion to be placed upon the agenda of the next regularly scheduled Council meeting or of a special meeting called for the purpose of considering such matter, provided, that notice of such special meeting shall be given according to the provisions of this Ordinance. Upon the request of at least three (3) members of County Council, the Chairman-Supervisor shall call a special meeting, to concern only those items specified in the request for such special meeting, within seven (7) days after receipt thereof.

ARTICLE IX: COUNTY EQUIPMENT, LEASE, LOAN, RENTAL

The Chairman-Supervisor shall not be entitled to lease, loan or rent county equipment without the prior authorization of Oconee County Council.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2000-11

WHEREAS, the Oconee County Council would like to go on record wholeheartedly supporting participation in the Korean War Fiftieth Anniversary Commemorative Community Program; and

WHEREAS, this program was established and encouraged by the United States Department of Defense; and

WHEREAS, this program is supported by the Oconee County Veterans Affairs Office; and

WHEREAS, the Commemorative Community of Oconee County will schedule four major events each year over the next four years as part of the celebration of remembrance.

NOW THEREFORE, BE IT RESOLVED, that the Oconee County Council supports participation by Oconee County in the Korean Conflict Commemorative Community Program and recognizes and expresses appreciation for the sacrifices of all those who served in any capacity during the Korean Conflict.

Harry R. Hamilton
Vice Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

FEDDER, WIGGINS, & NORTON, L.L.P.

ATTORNEYS AT LAW

339 BY-PASS 123

PO Box 698

Seneca, SC 29679

Telephone (864) 888-3649

Fax (864) 882-7182

Memminger E. Wiggins
Bradley A. Norton

W. J. Fedder (Of Counsel)

July 16, 2000

MEMOTO: Ann Hughes
FROM: Bradley A. Norton

Ann, here is a suggested Motion for the Lila Doyle expansion. "I Move that we pass an ordinance, in title only, to fund the requested expansion to the Lila Doyle Nursing Care facility requested by the Oconee County Hospital and that the funding come from general obligation bonds to be approved by referendum."

Carol J. Gregg
P.O. Box 95
Tamassee, SC 29686

Mr. Tim. O. Hall III
236 Lisa Lane
Mountain Rest, SC 29664-9406

Dear Tim:

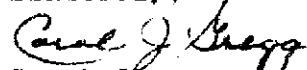
Due to some problems within the Tamassee Post Office, I find myself working far more than I anticipated when I accepted an appointment to the Oconee County Library Board.

At the present time, I do not see a change in this situation. With the added responsibilities, together with other commitments, I feel that I am not able to give adequate attention to the duties of the Library Board. It is therefore in the best interest of the library that I resign. Please accept this letter as my resignation.

Martha Baily is aware of this decision as I spoke with her in December. I would like to recommend a replacement whom I feel would do an excellent job. Her name is Lena Haycraft and she lives in the Tamassee/Salem area. Should you wish to contact her, the phone number is 944-2346.

Thank you for the chance to work with this great group of people and especially Martha Baily.

Sincerely,


Carol J. Gregg

cc: Martha Baily
Library Board Chairman

CIRCUIT COURT
(864)638-4280

SALLIE C. SMITH
CLERK OF COURT
P.O. BOX 678
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FAMILY COURT
(864) 638-4287

July 10, 2000

To: Mr. Harrison Orr
Council Chairman and Council Members

RE: Frieda Cobb

Request is hereby made for payment of 26 hours overtime earned by Mrs. Cobb during the week of June 26-June 30, 2000 with regard to the moving of Register of Deeds office to the Pine Street Complex. Mrs. Cobb is an "exempt" classified employee and only earns comp time however her willingness to give up her weekend in order to help that office open successfully I feel she deserves payment.

Total amount as per personnel : \$ ~~760.16~~ ^{874.40} INCLUDING FRINGE



Sallie C. Smith
Clerk of Court